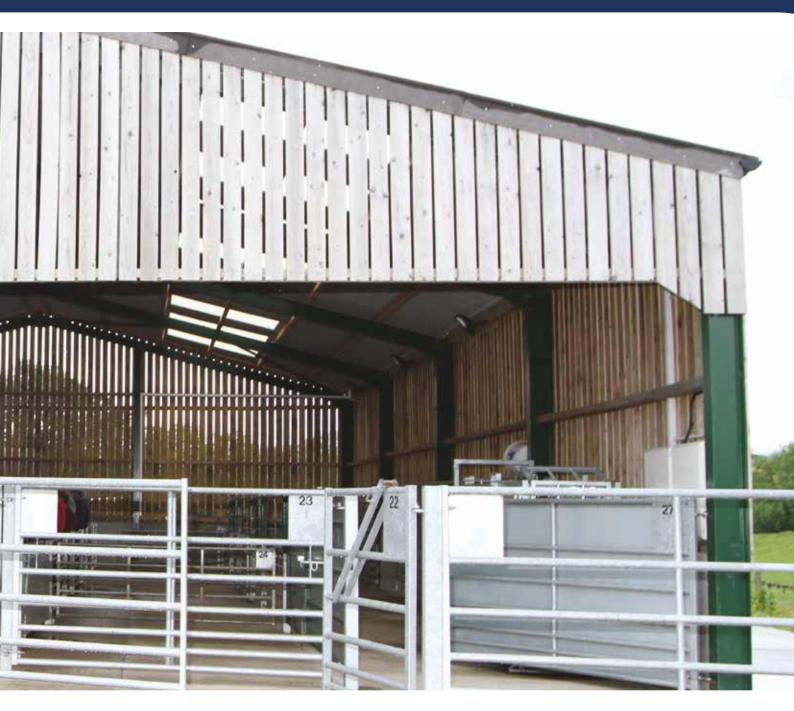
April 2021







LIVESTOCK COLLECTION CENTRE (INCLUDING EMERGENCY LAIRAGE) STANDARDS

CERTIFIED STANDARDS

Applicable to the collection of cattle, sheep and pigs 1st April 2021 – Version 4.0



Welcome to the Red Tractor Assurance for Livestock Markets and Collection Centres Scheme, part of the Red Tractor Food Assurance Scheme assuring food safety, animal welfare, hygiene, environmental protection through every part of the food chain.

These standards have been written and reviewed by a working group following an independent exercise to gather feedback on the Version 3 standards. This initial review took views from customers, auctioneers, collection centre operators along with the wider industry prior to an all member opportunity to input then a consultation period. The working group reviewed the consultation feedback in order to produce standards which are clear, meaningful and provide credible assurance for all. This is essential with the increasing demand for traceability of food along with growing consumer awareness of animal welfare issues.

This manual details all the standards which are applicable to a Collection Centre and Emergency Lairage facilities.

GUIDE

Scheme members are advised this manual must be read in conjunction with the Member Rules which all members are bound by.

Scope of Certification

Certification in this scheme is specific for the species listed below. Sites can apply to be certified for both or one of the following:

- Beef and Lamb all standards except those marked with a pig icon are applicable. The assessor will check each standard is met in relation to the handling of cattle and sheep
- Pigs all standards including those marked with a pig icon not considered. The assessor will check each standard is met in relation to the handling of pigs

If a site chooses not to be certified for a specific species category then they can still handle them but they will not be certified to identify them as "assured" and all stock of that species passing through the collection centre or emergency lairage will lose their assurance status.

Standards

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. AW for Animal Welfare). Assessors will use this code to identify any non-conformances on the report at the end of the assessment.

A number of standards are supported by Appendices at the back of this manual.

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

- this icon indicates that a record is required and suggests potential records which could be used to show compliance

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STANDARDS HOW YOU WILL BE MEASURED AIM: The site has procedures in place to safeguard the business, animal health and welfare, food safety and the environment		
	DP.1.b A documented licence implementation plan is available that shows the licence conditions are adhered to from one gathering to the next, including gathering frequency and duration, site checks and biosecurity procedures, with persons responsible named	R Licence Implement- ation Plan
DP.2 An emergency plan must be documented, accessible and updated as appropriate (Revised)	 DP.2.a Potential risks and emergency situations have been identified, with the required actions documented. It covers: water supply failure power failure personnel shortage fire animal escape extreme weather and temperatures (severe freezing, heat wave, flooding) activist activity failure of IT systems animals that give birth DP.2.b Plan to include appropriate contact details for: veterinary surgeon/practice national APHA/DARD office local Authority office/ officer emergency services local medical centre certified slaughterman DP.2.c Key personnel's contact details are displayed to enable the reporting of issues and emergencies 	Emergency Plan
	Personnel have read or have received training in the requirements outlined in the plans relevant to their role	■ Training Record
DP.3 There is a documented disease outbreak contingency plan, including relevant contact details for veterinary practices, National APHA/DARD offices and Local Authority office		 Disease Outbreak Contingency Plan

STANDARDS	HOW YOU WILL BE MEASURED	
DP.4 There is a documented complaints procedure in place detailing nature of complaints, complaints investigation process, the review process and timelines (New)	DP.4.a The procedure is available to all relevant personnel	 R Complaints Procedure Complaints
	 DP.4.b A complaints record is kept detailing the: complaint investigation result action taken to prevent the issue happening again 	Record
	 DP.4.c Complaints record reviewed as per procedure by senior management 	
	Guidance ■ Complaints made by Local Authority, Environment agency, ven that are relevant to the requirements of the standard ■ Complaints including, but not limited to, animal welfare, traceal environmental issues	

PERSONNEL (PL)

STANDARDS	HOW YOU WILL BE MEASURED		
	AIM: All personnel (including full and part-time employed, self-employed and temporary) are trained and competent with records to demonstrate compliance		
PL.1 Key Systems must be in place to ensure all personnel are effectively trained and deemed competent to carry out the activities they are employed to do (Revised)	 PL.1.a Training requirements are identified for all key tasks, for example; tasks involved in checking traceability animal handling biosecurity monitoring animal health use of on-site milking facilities cleaning and disinfecting 	 Training matrix for all key tasks, including temporary personnel 	
	PL.1.b There is a nominated person to oversee training, inductions and reviews, and sign-off personnel as competent for roles	■ Name of person(s)	
	PL.1.c An annual training review is conducted for all personnel		
	 PL.1.d Recorded gaps in competence (training needs) are addressed or timelines stated for completion 	d by training	
	PL.1.e Personnel responsible for animal health and welfare, traceabi assurance and biosecurity are competent and display a know procedure where appropriate		

PERSONNEL (PL)

STANDARDS	HOW YOU WILL BE MEASURED	
PL.2 All new starters must have an induction (New)	 PL.2.a Counter signed induction record to include: activities role will undertake Health & Safety information reporting lines PL.2.b From April 2021 all new starters have an induction and are signals competent prior to being left to complete the tasks unsuper the tasks unsuper the tasks unsuper the tasks unsuper tasks unsuper	
PL.3 Records of training must be kept	 PL.3.a A training record is maintained for all and includes: name and address start date induction date key tasks or responsibilities experience contact with livestock training given – date, training provider, certificates (or copies of) training needs 	Training records
	PL.3.b Records are kept for 2 years after the person has left employed	ment
PL.4 The appointed AWO must be appropriately trained and demonstrably competent	 PL.4.a The AWO has sufficient management responsibility to: make decisions to safeguard welfare as required, including issues to vets/authorities implement emergency procedures ensure animal welfare legislation and assurance standards oversee the appropriate handling and care of livestock whi 	are adhered to
	PL.4.b The AWO, and their deputies (if appointed) are appropriately trained	R Training records
	Guidance The AWO has received training in animal welfare (relevant to spec relevant qualification that included animal welfare training or has r by a veterinary surgeon, or another trained AWO.	

TRACEABILITY, ASSURANCE STATUS & TRADING STATUS (TA)

STANDARDS	HOW YOU WILL BE MEASURED		
AIM: Maintenance of traceability between the origin, site and destination to ensure food safety			
TA.1 Key The site must have an effective traceability system (Revised)	 TA.1.a A clear process is in place for documentation to be reviewed on arrival TA.1.b There is a clear process for all species being gathered on how animals are checked for identification on arrival 		
	 TA.1.c Livestock movements for all species gathered are registered to the national database within the required timeframe Copy of receipt of submission of records or example from software system 		
	 TA.1.d There is evidence that livestock can be traced from their origin to destination using the site's traceability system Complete (paper or electronic) movement records 		
	 TA.1.e A complete record of movements of livestock on to and off the site is available to review Completed forms (including dated signatures) Movement records Movement records End of the second seco		
	■ TA.1.f		
	Movement records are retained for at least 3 years TA.1.g A record of the total number of animals arriving alive and dead, dying on-site and leaving alive is kept * Note: This information can be held across several documents		
TA.2 Key Incoming livestock must be identified before they leave the farm to ensure they arrive on-site identified in accordance with legislation (Revised)	 TA.2.a Livestock are identified in accordance with legislation TA.2.b The livestock identifiers correlate with movement documentation 		
	 TA.2.c Only tags lost during transport to the site are replaced whilst on-site TA.2.d Routine tagging of sheep on site is not permitted 		

STANDARDS	HOW YOU WILL BE M	EASURED		
TA.3 A system is in place to ensure vendors	Declarations relevant table below:	to destination are	made, as per	R
declare key information relevant to assurance, health and welfare		Destination – farm	Destination – slaughter	■ Site entry/ vendor
	Standstill period adherence	\checkmark		declaration form
	Holding assurance details	\checkmark	\checkmark	
	Residency period on assured holding	\checkmark	\checkmark	
	Transport details	\checkmark	\checkmark]
	Food Chain Information			
	Medicine treatments and withdrawal periods	\checkmark		
Where livestock is claimed to be assured, systems must be in place to verify the assurance requirements	A clear process is av using the Red Tracto	r checker or equiv	alent prior to market	ing the livestock
	The permitted metho	ds of verification of	outlined in the Appen	dix are used
	Evidence of assured	haulier from origin	ı	
TA.5 Systems are in place to ensure assured livestock are identifiable from non-assured livestock	TA.5.a Evidence of how ass and onward transport		identified in the colle	ction centre
IIVESLOCK	 TA.5.b Livestock are manag traceability 	ed in batches in fi	eld lairage situations	to maintain
TA.6 Systems are in place to ensure that assurance status is communicated at point of sale and through the supply chain	 Guidance Applies to livestock being marketed or traded. Notifications can be made via catalogues, announcements upon livestock entering the ring etc. 			

BIOSECURITY AND DISEASE CONTROL (BD)

STANDARDS	HOW YOU WILL BE MEASURED		
AIM: Effective biosecurity measures for all personnel and visitors and all activities on site to prevent the spread of disease and protect food safety and animal health			
BD.1 Key A site-specific biosecurity policy must be documented and implemented (Revised)	BD.1.a Risks and control measures for all the activities on site, personnel and visitors are specified	R Biosecurity Policy	
	 BD.1.b Map of site with risks and control points (activity to reduce the risks, e.g. footbaths) 	 Biosecurity control points map 	
	BD.1.c A record is kept of site personnel contact with livestock outside of the site	 R Livestock contact record 	
	 BD.1.d Name and contact of Biosecurity Officer visible in collection c 	entre	
AIM: The site is managed to avoid conta	ct between livestock of the gathering and other livestoc	:k	
BD. 2 Systems are in place to prevent contact between the livestock on-site and other livestock			
BD.3 Where sites are used for pig gatherings, measures are in place to limit the spread of disease between pigs and other species	 BD.3.a During pig gatherings the facilities used are dedicated to pigs (pens, walkways, loading ramps) 		
(Revised)	 BD.3.b For multi species gatherings, pig facilities may only be used for species, once the last pig has left the site 	or other	
	BD.3.c Pig facilities are only used for other species when effective biosecurity measures are in place	 R Biosecurity Policy Cleansing and disinfecting records 	
BD.4 Records of cleansing and disinfecting must be kept, and retained for at least 12 months	BD.4.a Records include who, areas cleaned, date, chemicals and disinfectants used	 Cleansing and disinfecting records 	
AIM: Personnel and visitors do not caus	e the spread of disease		
BD.5 Signs notifying users that public access to livestock and loading areas is restricted must be visible (New)			
BD.6 Personnel must wear clean footwear and outer clothing at the start of each gathering			

STANDARDS	HOW YOU WILL BE MEASURED	
BD.7 Facilities to cleanse and disinfect footwear and wash hands must be available to all site users (Revised)	BD.7.a Footwear cleaning facilities at the entrance and exit of the live well maintained and fit for use	stock areas are
	 BD.7.b Well-maintained hand washing facilities, including soap and a drying hands 	means of
AIM: Livestock vehicles are cleansed after	er use	
BD.8 Key Livestock vehicles that unload cattle and sheep must be cleansed and disinfected after use	BD.8.a Vehicles that unload cattle and sheep are cleansed and disinfected on site or a declaration is signed to confirm they will cleanse and disinfect elsewhere	 A list of farmers and hauliers' details who are cleansing and disinfecting off site
	Guidance	
	Where necessary the site should provide a template and keep co declarations for a minimum of 3 months, if the Local Authority do this function	
BD.9 Livestock vehicles that unload pigs at the site must be cleansed and disinfected on site and no derogations to clean offsite are given	BD.9.a Records of visual checks of pig transport post cleansing by sit	e personnel
BD.10 BD .10		
BD.11 Suitable disinfectants must be used to disinfect site, vehicles and for footwear disinfecting facilities	BD.11.a DEFRA approved disinfectants for the species handled are used at the correct dilution rate to meet the requirements of the biosecurity plan	RChemical datasheetsDilution charts
AIM: Wastes produced on site are managenvironment	ged to prevent the spread of disease and contamination	of the
BD.12 Fallen stock must be stored appropriately	BD.12.a Cattle and sheep carcases covered and stored away from other livestock, the general public and in a manner that protects them from vermin	R Site used marked on site map
	BD.12.b Carcases collected by or taken to a licensed fallen stock collector or disposed of via a licensed incinerator	 Contract with fallen stock company Collection records
	 BD.12.c Pig carcases are stored in locked containers 	

STANDARDS	HOW YOU WILL BE MEASURED	
BD.13 Key Animal derived wastes must be stored appropriately	 BD.13.a Dirty water is stored in a non-permeable store 	
appropriatery	 BD.13.b Solid wastes (e.g. bedding, manure) are stored on a solid surfa pending disposal with a means of capturing any run-off 	ace
BD.14 Animal derived wastes must be disposed of appropriately	BD.14.a Wastes are disposed of in accordance with the AGO licence conditions	 Agreement or contract with company, relevant government agency or landowner
	 BD.14.b Wash/waste water inc. transport wash water are disposed of in accordance with Local Authority requirements 	R Discharge Permit
	BD.14.c Waste disposal records are kept detailing route of disposal, dates and volume	 Waste disposal records
BD.15 Key All wastes, other than animal derived, must be disposed of appropriately	BD.15.a Wastes are disposed of by registered waste carriers	R • Waste disposal records
	Guidance Includes but is not limited to plastics, empty containers, food and packaging waste	food
BD.16 Pig gatherings do not occur on livestock farms		

SITE MANAGEMENT AND CONSTRUCTION (MC)

AIM: Suitable, well managed sites are us	ed to hold animal gatherings	
MC.1 Key The site must be well managed, clean, tidy and vermin-free (Revised)	MC.1.a There is no accumulated rubbish on site, including field lairage, and no redundant equipment stored in the public access or livestock areas	
MC.2 Key There must be effective control of vermin (Revised)	MC.2.a A site survey for vermin control is completed at least quarterly Site Survey	vey
	MC.2.b Dead/trapped vermin are disposed of	

STANDARDS	HOW YOU WILL BE MEASURED
MC.3 Toxic bait must be used responsibly (Revised)	MC.3.a An Environmental Risk Assessment is undertaken before bait is laid Environmental Risk Assessment
	 MC.3.b Where baits are used, a bait plan identifies location of bait points, bait used, bait point inspection and replenishment dates. The plan includes how non-target animals are prevented from accessing bait and how bait is kept away from feed and forage stores Bait plan, including a map of bait points and any feed or forage stores
	MC.3.c Baits are only sited where evidence shows they are being continuously effective
MC.4 Systems are in place to ensure that those delivering livestock have an awareness of arrival and unloading procedures (Revised)	Mc.4.a Signs indicate unloading and loading bays
welfare and biosecurity	quipment, floors) are maintained in a manner that protects animal iers, gates, races, handling equipment, weighing equipment etc. in the loading
MC.5 All livestock facilities are suitably designed, maintained and constructed	 MC.5.a The unloading and loading facilities are designed to minimise the risk of slipping, falling or injury. – slope angles of less than 20o for pigs and calves. – slope angles less than 26.6o for cattle and sheep
	MC.5.b Gates at the unloading and loading facilities are suitable for a range of vehicles to reduce the risk of escape
	 MC.5.c Floors are washable and non-slip, with absorbent materials used if surfaces become slippery
	 MC.5.d Loading areas, walkways and pens are appropriately lit to allow inspection and effective handling
	MC.5.e Areas or pens used for overnight lairage meet the requirements outlined in these standards i.e. feed/water
	 MC.5.f If livestock are kept overnight, a period of low-level lighting or darkness is provided to allow rest * Note if livestock is collected through the night, light levels may be increased for Health and Safety and to aid livestock movement
	 MC.5.g A visual check of the facilities used for livestock is carried out by a competent member of site personnel prior to the gathering
MC.6 Walkways must be designed and constructed to allow animals to move freely in the required direction	

STANDARDS	HOW YOU WILL BE MEASURED		
MC.7 Pens are well-ventilated (Revised)	MC.7. a No build-up of odours, temperature, or humidity		
	MC.7.b Any mechanical system is serviced at least annually	RMaintenance records	
MC.8 Handling facilities, such as crush, crate or race, for checking identification or veterinary inspection are always available, well-maintained and designed to ensure no injuries to animals or personnel (Revised)	MC.8.a The handling facilities are appropriately lit, to allow inspection effective handling	and	
MC.9 Livestock must be kept in conditions that provide appropriate thermal conditions	MC.9.a Covered areas are provided for pregnant or lactating cows and calves and lambs	d piglets,	
	MC.9.b Siting of pens account for risks of heat and cold stress		
MC.10 Field lairages must be equipped with appropriate facilities to deliver welfare needs	MC.10.a They provide livestock with protection from adverse weather conditions i.e. hedges, trees etc. provide shade to livestock in hot weather and provide shelter in cold weather		
	MC.10.b The perimeter is stock proof fenced and there is clear separati livestock on the site and non-livestock	on between	
MC.11 An isolation pen must be always available for sick or injured livestock (Revised)	 MC.11.a The isolation pen has solid sides, and prevents leakage of urine and faeces to other pen 		
	MC.11.b Water is available and rubber matting or bedding provided		
	MC.11.c Signs used to identify temporary areas being used to isolate an	n animal	
MC.12 Milking equipment must be maintained and tested annually		 R Milking Machine Annual Test Report 	
AIM: Internal auditing or reporting identified	ed any maintenance needs, ensuring the site remains in go	od condition	
MC.13 For the livestock facilities, records are kept of any issue that could impact welfare and how the issue was dealt with before the next gathering (Revised)		RMaintenance records	
MC.14 Dedicated, functioning washing equipment available for the site			
	MC.14.b A supply of water, at a suitable pressure or temperature to enable effective cleansing, is constantly available	plan for interrupted water supply	

STANDARDS	HOW YOU WILL BE MEASURED				
AIM: Livestock vehicles are cleansed after use					
MC.15 Facilities are available for effective cleansing and disinfecting of delivery vehicles (Revised)	 MC.15.a Vehicle wash is available and useable whenever the site is in operation with suitable equipment 				
	 MC.15.b The wash facility is well-managed and maintained 				
	 MC.15.c The wash facility is of suitable design, e.g. hard-standing or on a gradient, to allow effective cleansing of vehicles, with lighting 				
	MC.15.d A supply of water (mains or borehole) is available for use at the wash facility				
	 MC.15.e Approved disinfectant for the species handled are available for use at the vehicle wash Chemical datasheets Dilution rates 				
	MC.15.f Contact details available to report problems				

ANIMAL HEALTH AND WELFARE (AW)

AIM: Health and welfare of all animals on	n site is checked and prompt actions undertaken where n	eeded			
AW.1 Key A system must be in place to check the health and welfare of all livestock by competent site personnel (Revised)	AW.1.a All livestock are checked at unloading or shortly after penning to ensure they are fit to be on-site				
	AW.1.b All livestock are checked regularly for signs of distress, pain or injury while on-site				
	AW.1.c Animals staying out of hours are checked evening, morning and on departure * Note: the check on departure can be carried out by the haulier				
	AW.1.d Name and contact of Animal Welfare Office (AWO) (and deputy if appointed) visible in collection centre				
	Guidance AWO contact details should also be visible in the areas used to hold stock out of hours				
AW.2 A record of all welfare incidents that occur must be kept	AW.2.a Records are kept with information about the investigation and corrective actions	R Welfare incident book			
	AW.2.b Evidence of an annual review of the welfare incident book by the Animal Welfare Officer	 Welfare incident book with evidence of annual review by AWO 			

STANDARDS	HOW YOU WILL BE MEASURED		
AIM: Livestock are grouped and held on	site in a manner that maintains their welfare		
AW.3 Key Livestock are handled appropriately (Revised)	 AW.3.a Livestock are handled in a manner without frightening and excessive force not in a way to cause pain and suffering * Refer to Red Tractor Appendix for definition of unacceptable behaviour with regards to livestock handling 		
AW.4 Key Handling aids used on site must be suitable for the species and used	AW.4.a Handling aids are not used in such a way it could cause pain, injure	ry or distress	
appropriately	 AW.4.b Handling aids used by any user on site include: Paddles, rattles, flags, bags Wooden sticks (cattle and sheep only), with no sharp points. Boards (pigs) 		
	Guidance Handling aids are only used to guide and direct the movement of t	the animal	
AW.5 Electric goads are used by a competent person in the correct manner when all other options have been exhausted	AW.5.a Electric goads are used only in accordance with the documented procedure	RElectric goad procedure	
	AW.5.b Aids which administer electric shocks are only used as a last re trained persons	esort by	
	AW.5.c Electric goads are only used on mature cattle, which refuse to r room ahead of them to do so. Goads are not used on any other		
	AW.5.d Electric goads are only used on the muscles of the hindquarter last no longer than 1 second and are adequately spaced. Goad repeatedly if an animal fails to respond		
AW.6 Key Immediate and appropriate action for unfit animals must be taken	AW.6.a There is a clear policy for how to deal with animals who are deemed unfit on arrival or becomes injured/unwell while on-site	RUnfit animal procedures	
	AW.6.b There is a clear policy on how emergency euthanasia of livestock is managed, including how a competent person can be on site within 60 mins	 Emergency euthanasia procedure 	
AW.7 Livestock must be grouped appropriately (Revised)	 AW.7.a Livestock are maintained in the groups they arrived in until sort consignment to avoid bullying, injury or distress. Avoid mixing (previously managed together): different species animals of different sizes animals from different sections of the delivery vehicle horned with un-horned cattle sexually mature males and females sexually mature entire males 		
	AW.7.b Fractious livestock are penned and handled appropriately, and when it is safe to do so	moved from site	
	AW.7.c For field lairage situations, stocking densities are manged to er isn't excessively poached and livestock are not overcrowded	nsure the field	

STANDARDS	HOW YOU WILL BE MEASURED			
AW.8 Systems must be in place to ensure livestock are penned with sufficient space allowances to ensure animals are not overcrowded	AW.8.a Sufficient space allowances are provided in accordance with the Appendix and adjusted if necessary, e.g. as a result of humidity, temperature, duration of journey, length of stay or on the advice of the AWO or their deputies			
overciowaeu	AW.8.b Calves and young lambs (including those at foot) have sufficient space to all lie down at the same time			
AW.9 Additional provisions are given to specific categories of livestock to deliver their welfare needs	AW.9.a Calves, young lambs (<4 weeks) and dairy cows in milk provided with a bedding material, straw or wood shavings, sufficient to provide thermal physical comfort			
AW.10				
AW.11 Dairy cows with overstocked udders must	 AW.11.a Milking undertaken by a competent person 			
be milked prior to onward consignment	AW.11.b Equipment is disinfected between cows from different farms			
AIM: Water and feed provision to ensure	animal welfare needs are met			
AW.12 Key Facilities for providing fresh, clean drinking water to livestock must be available and provided as necessary to meet welfare needs	AW.12.a Pigs provided with constant access to water and cattle and sheep offered water within 8 hours from arrival			
	AW.12.b AWO responsible for identifying if water needs to be provided to individuals/ groups of livestock and ensuring it is provided when needed			
	AW.12.c Adequate facilities in the form of troughs, buckets, drinking bowls or other drinking devices are available for watering animals			
AW.13 Key Suitable feed must be available and	AW.13.a For overnight lairage, feed is provided within 12 hours of arrival on site			
provided as necessary to meet welfare needs	 AW.13.b AWO responsible for identifying if feed needs to be provided to ensure welfare needs are met 			
	 AW.13.c Suitable feed is stored on-site or easily available, including for overnight lairage 			
	 AW.13.d Forages are sourced from merchants with a warranty declaration or direct from a farm with a record of supply details Forage Warranty Declaration 			
	 AW.13.e Compound feeds, for example nuts, are sourced from assured suppliers or manufacturers (UFAS, FEMAS certified or equivalent) 			
	 AW.13.f Feed purchase records are kept for two years detailing; supplier name supplier assurance details for bagged, compound feed date of delivery feed type volume 			
	AW.13.g Feed is provided in a way that animals can access sufficient feed			

STANDARDS		HOW YOU WILL BE MEASURED			
AIM: Livestock are k	AIM: Livestock are kept on-site for the minimum time possible				
AW.14 Evidence that the AGO licence's timing are being upheld Livestock must be held on-site for the minimum time Evidence that the AGO licence's timing are being upheld					
AW.15					
Where to find help					

18

DEFINITION OF ASSURANCE

For livestock and meat products that derive from livestock to be labelled or marketed as 'assured', the criteria below must be met. These criteria must be verified.

- a) For an animal to be considered assured it must derive from a farm holding, assured under the species specific RTA Farm Schemes or other RTA recognised equivalent schemes (for Beef and Lamb – FAWL, NIBL FQAS, QMS Cattle and Sheep; for Pigs – QMS Pigs; for Goats – Goat Farm Assurance Scheme (incorporating meat goats)). The site must hold a valid certificate on the date the livestock were sold as assured.
- b) For an animal to be considered farm assured it must have been on the assured farm for the species specific minimum residency period.
 - Cattle must have been kept on an assured farm(s) for a minimum period of 90 days before slaughter. (NB – This period may be shared between more than one assured farm).
 - Sheep must have been kept on an assured farm(s) for a minimum period of 60 days before slaughter.
 (NB This period may be shared between more than one assured farm).
 - Pigs and Goats must have been kept on an assured farm(s) for their whole life.
- c) For cattle, sheep and goats to be considered assured, any movements through markets or collection centres within the residency periods, must be through a holding assured to the Red Tractor Assurance Scheme or Livestock Markets and Collection Centres or other RTA recognised equivalent schemes (QMS Markets).
- d) For an animal to be considered as assured it must be transported in an assured livestock vehicle either by:
 - A vehicle used by a member of the species-specific farm assurance scheme, for transporting their own stock (or in Northern Ireland for transporting a neighbours stock)
 - Or a vehicle assured under the Red Tractor Assurance for Livestock Transport Scheme or RTA recognised equivalent schemes.

Only product that has met all of the criteria above can be considered and marketed as assured.

KEY TASKS REQUIRING SPECIFIC TRAINING

Task	Training delivers skills, understanding or knowledge of:
Traceability:	The sites traceability system, how it works
Checking livestock traceability	The importance of effective traceability
 Recording and registering movements 	
 Verifying documentation 	
Verifying assurance status	 The methods to verify assurance including verifying: Residency period Vehicle assurance Farm assurance The importance of verifying assurance The implications of selling non assured livestock, as assured
Site cleansing and disinfection	 How to effectively clean and disinfect a site The importance of effective cleaning and disinfection The implications of a disease outbreak
Handling livestock	 The species being handled/ cared for – their behaviour (flight zones etc), stressors Acceptable handling methods and incorrect methods and their impact Equipment used i.e. crushes, races
Inspecting/ checking livestock health and welfare	The species being checked - the species behaviour, signs of disease, signs of pain, hunger, thirst, heat or cold stress
Animal Welfare Officer (and deputies)	Knowledge of livestock behaviour and livestock management, and the impact of transport and markets on welfare. Trained to be the lead person onsite for all issues related to welfare. In-depth knowledge on all aspects of health and welfare from spotting problems and dealing with them, to preventing them.

SPACE ALLOWANCES

Fully slatted flooring may only be used in overnight lairages for non-breeding adult beef cattle, sheep or pigs. Calves, young lambs, dairy cows and in- calf heifers/cows must be provided with a non-slatted lying area.

The design of the slats must be suitable for the species and not cause livestock to slip, or cause foot injuries.

For pigs there is more specific requirements regarding slot and beam widths that must be adhered to:

Class of pig and weight of pig (kg)	Max. permitted tolerance (mm)	Max. width of slots (mm)	Min. beam width (mm)
Rearing and finishing pigs 20 - 125	±3	18	80
Sows and Boars	±3	20	80

When deciding on space allowances for a group of animals within an individual pen a number of factors must be considered. The factors include animal weight, size and physical condition; meteorological conditions (e.g. hot, humid weather); and length of time the animal has been on site.

Outlined below are the **absolute minimum** space allowances that must be adhered to. For the AWO to understand what these look like in practice, it is recommended that a sample of different sizes/ages of animals is taken and compared against the dimensions of a pen.

The cattle and sheep space allowances are taken form the Welfare of Animals in Transport Order. The pig space allowances are in accordance with the Red Tractor Farm Standards.

Cattle

Small calves	50kg	0.30 to 0.40m ²		
Medium calves	110kg	0.40 to 0.70m ²	+ all calves can lie down at the same time	
Heavy calves	200kg	0.70 to 0.95m ²		
Medium sized cattle	325kg	0.95 to 1.30m ²		
Heavy cattle	550kg	1.30 to 1.60m ²		
Very heavy cattle	>700kg	>1.60m ²		

Note: A bovine animal is classified as a calf up to 6months of age.

Sheep

Shorn sheep + Lambs >26kg	<55kg	0.30m²	+ young lambs (being milk fed) can all lie down at the same time
	>55kg	>0.30m ²	
Unshorn sheep	<55kg	0.40m ²	
	>55kg	>0.40m ²	

Pigs

Feeding pigs	50.1 – 85kg	0.55m ² per pig	
	85.1-110kg	0.65m ² per pig	
	110kg +	1.00m ² per pig	
	6 or more in the group	Sides longer than 2.8m 2.25m ² per pig	+ all pigs can lie down at the same time
Sows in groups	Less than 6 in the group	Sides longer than 2.4m 2.25m ² per pig	
Boars	As individuals	6m² per boar	

VERIFYING ASSURANCE STATUS

	Information to	T in a	Ассер	ted methods of verif	ication
	be verified	Tips	Cattle	Sheep	Pigs
Farm, Market or Collection Centre Holding	or Collection Farm address +	The farm must have been assured on the day livestock left the holding	Cross reference the passport stickers/ entry forms with online checkers	Cross reference the animal movement licence (AML) with online checkers	Review online e-AML
	flock number + Farm address + Business name	Assurance status can change on any day.	Use combination of s declaration (must us template) + review o	e set wording in	
		Assurance must be verified each	In England RTA Trac	ker system/ integrated	data systems
		time a vendor sells livestock	In Northern Ireland, verify via APHIS		
Residency Period	That the livestock have been on-farm for the correct time period before being described as assured	Pigs – whole life Cattle – 90days Sheep – 60days Goats – whole life This must be verified for livestock close to entering the food chain i.e. finished livestock or forward stores Use the online Red Tractor residency calculator. Please note the day of movement onto the holding is not counted as an eligible day within the residency period	Using the passport verify how long the vendor has owned the livestock. If less than the minimum residency, verify that the previous owner was assured the day the livestock moved off that holding	Use a signed, farmer declaration	Review e-AML information
Livestock Transport Vehicles	The certification status of the vehicle on the day livestock were transported	Verifying that the haulage business is assured alone is insufficient. Checks must be made on individual transport containers (ideally) or vehicles	s where the farmer may transport the livestock of neighbouring farmers, provided certain conditions are met		

22

APPROPIATE METHODS OF HANDLING

The best way to move animals is to understand their natural behaviour and to work with that behaviour. For cattle and sheep, use your position, voice, flags, and a stick as an extension of the arm. For pigs, use your voice, sacks and pig boards.

Handlers are not permitted to handle animals in such a way as to cause them pain or suffering. It is not permitted to...

- Strike or kick any animal
- Apply pressure to any particularly sensitive part of the body in such a way as to cause pain or suffering
- Lift or drag in any way that may cause pain or suffering;
- Use prods or other implements with pointed ends
- Twist, crush or break the tails of animals or grasp the eyes of any animal
- Throw or drop animals

Poor handling can result in lower meat quality, as well as bruising and injury.

UNFIT LIVESTOCK

Livestock are deemed unfit and unsuitable for sale and onward consignment if;

- They are sick or injured
 - They are showing visible signs of disease, emaciation, exhaustion or injury
 - They are unable to move independently without pain or to walk unassisted
 - They present a severe open wound, or prolapse
- They are unable to bear weight on all four legs
- They are heavily pregnant females (where more than 90% of the gestation period has passed) or females who have given birth in the last 7 days
- They are dairy cows with over stocked udders
- They are newborn animals with unhealed navels
- They are pigs of less than three weeks of age, lambs of less than one week and calves less than 10 days of age. Calves have not been through a market within the last 28 days, if under 12 weeks of age

If an animal arrives unfit or becomes injured/unwell whilst on site, the issue is reported to the AWO and the unfit animal procedures are implemented.

Livestock are only moved if movement (or separation) will cause no additional pain or distress.

If an animal is suffering from a suspected notifiable disease, then the disease contingency plan is implemented.

VERMIN CONTROL

Site survey

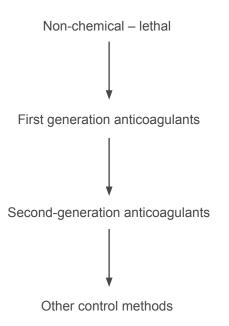
A site survey is a record of every inspection and/or survey undertaken to look for signs of rodent activity or environmental management requirements. The site survey must outline the following:

- Date of inspection
- Locations inspected
- Findings (including type, level and extent of infestation and all potential opportunities e.g. feed spills/gaps/habitats)
- Actions required (including what needs to be completed and by whom)
- Date completed (initials to verify)

Where the site survey identified a rodent infestation, the concept of a 'risk hierarchy' should be used when considering the rodent control strategy. This means considering the use of non-chemical control methods first, followed by the least toxic alternatives.

Risk Hierarchy

When considering rodent control methods, the concept of a 'risk hierarchy' must be used. This means considering the use of non-chemical control methods first, followed by the least toxic alternatives.



VERMIN CONTROL continued...

Environmental Risk Assessment

Where rodent control requires the use of toxic bait (rodenticides), an environmental risk assessment must be undertaken before laying bait. The risk assessment must cover the following:

- What the treatment is designed to achieve; what methods of rodent control will be used and how success will be measured
- Which non-target species may be present in or near the treatment site
- What steps have been/will be taken to prevent or adequately control exposure of wildlife/ domestic pet and contamination of the environment
- How dead rodents and rodenticides will be disposed of

Bait Plan

Where baits are used, records must be kept of baits used and checks made. Standard MC.3.b outlines the information that must be recorded.

Further Guidance

COSHH

The Control of Substances Hazardous to Health Regulation 2002 (COSHH) requires that assessments be carried out to identify any risks to operators and others who may be affected by working with substances hazardous to health, such as rodenticides. If you have five or more employees, you must record your assessment but, even if you have fewer than five, it makes sense to write down what steps you have taken to identify the risks. The Health and Safety Executive provide an e-tool for completing the COSHH assessment, which can be found here: http://coshh-tool.hse.gov.uk/

Disposal of poisoned rodents

The bodies of dead rodents may carry residues of rodenticides and, if eaten by predators or scavengers, may be a source of wildlife exposure to rodenticides. It is essential to carry out regular searches for rodent bodies, both during and after the treatment period. Bodies may be found for several days after rats have eaten the bait and rats may die up to 100 metres or more away from the baited site.

It is important to check with Local Authorities regarding appropriate routes of disposal of poisoned rodent carcasses and there may also be recommendations on the rodenticide product label. Red Tractor has been advised that poisoned rodents can be disposed of (in order of preference):

- in an on-farm incinerator for animal carcasses
- with other waste as part of the domestic waste collection, securely bagged in a dustbin or wheelie bin (subject to Local Authority agreement)
- off site at a suitably authorised incinerator or land fill
- by burial on site, provided this is done away from sensitive areas



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.

¹With 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

Application

1.

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

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.

5.

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 nonconformances 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.

1.0

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.

- 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 confomance 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;
 - '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).

- 5. 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.
- 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'

- 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).
- 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 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 apyla lso 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	 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
milking premises requires a separate registration	A self- contained live poultry facility functioning with defined poultry stock management, operational	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.	
	control and bio-security standards	to the main	lditional sites must be sufficiently close the main site or holding as agreed by e 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 suppling 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):
 - a. all parts of the holding, site, store or vehicle, key members of staff and records/documents to which he/she reasonably requests access;
 - b. all livestock and, where relevant, allow the assessor to carry out welfare outcome scoring.
- Without prejudice to Rule 53.d, an assessor may refuse to carry out or finish an Assessment:
 - a. if he/she believes the presence of a third party may, intentionally or otherwise, influence its outcome in an inappropriate manner;
 - b. if he/she feels threatened or that he/she has been subjected to abusive behaviour at any time during the visit; or
 - c. 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:

a. additional holdings or sites (e.g. crop storage facilities, livestock grazing);

- b. a change in the person who manages on a day to day basis any Enterprise, holding, site store or vehicle within your certification;
- c. additional commercial livestock vehicles;
- d. the site becoming empty of livestock at any time;
- e. the site becoming restocked; and/or
- f. 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

- 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:
 - a. 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
 - b. 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:
 - a. visits to additional holdings/sites not close to the main holding or site;
 - b. visits to additional holdings/sites/vehicles notified to the Certification Body after any previous Assessment;
 - c. 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:
 - a. you unreasonably delay or refuse a routine Assessment, revisit or spot check;
 - b. circumstances on a relevant holding or site prevent the assessor from completing an Assessment in full;
 - c. major non-conformances (meaning for the purpose of these Rules a nonconformance 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);
 - d. an excessive number of non-conformances are found during an Assessment;
 - e. the same non-conformance is found on successive Assessment visits;
 - f. you fail to rectify any non-conformance within a specified timescale;
 - g. you fail to comply with these Rules or the Standards;
 - h. 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
 - i. 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:
 - a. if you fail to comply with these Rules or the Standards;
 - b. 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;
 - c. 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;
 - d. 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;
 - e. 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;
 - f. if you are still categorised as high risk following two consecutive unannounced spot checks as a result of our risk based approach to inspections;
 - g. 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;
- 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);
 - 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;

- 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;
- 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

- 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	Poultry 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 619 2100 (option 1) 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



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