

# COMBINABLE CROPS & SUGAR BEET STANDARDS

OCTOBER 2022

**VERSION 5: 1 OCTOBER 2022** 





# CROPS STANDARDS

# **DEAR VALUED MEMBER,**

# Thank you for being part of the Red Tractor Crops assurance scheme.

Dear valued member,

As I took on the role of sector board chair in January 2021, the process of developing these standards was already underway. This was an important time to listen to members. Accordingly, some tabled proposals have been dropped but others included, notably the requirement to show health and safety policies as part of the farm assessment.

Having such a policy is a legal requirement, but many felt that given recent farm fatality figures it was right that this scheme checks it is truly in place.

Government rules on Renewable Energy Directive (RED) eligibility have become more exacting, meaning from 1 July 2021 farmers must show figures on crop volumes going in and out of stores. This allows assured crops to be sold into the biofuels market.

This scheme also incorporates the Voluntary Initiative (VI), a cross-industry drive to reassure government that spray operators are professional and responsible when using pesticides. It requires sprayer operators to undertake the National Register of Sprayer Operators (NRoSO) training and an annual MOT for sprayers.

For simplicity, grain trailer ID marks now only need to be clearly identifiable, not shown on three sides. ID marks are not required unless transporting another farm's grain into a third-party intake.

In an ever-changing world, Red Tractor assurance is your definitive point of reference for peace of mind that your farm business meets key requirements to supply the food chain, without additional checks and cost.

With ever-increasing interest and scrutiny of how food is produced, compliance with these standards not only serves to protect the reputation of your own farm, but the entire sector in which you play a vital part.

Here's to a secure and sustainable future for British farming.

Best wishes,

**Guy Smith** 

Former Chair, Red Tractor crops sector board



The Red Tractor assurance journey begins on farms, and **our members have** a **vital role to play** in building and maintaining the trust of the British public.

As the provider of the UK's largest and most comprehensive food standards scheme, Red Tractor is the lynch pin for the entire supply chain, balancing legislation and the competing demands of consumers, farmers, processors and retailers.

Our Standards are written, revised and approved by our Technical Advisory Committees and Sector Boards in close consultation with farmer representatives and leading industry experts, all working to future-proof the industry.

This is essential given the demand for food traceability, growing consumer awareness of animal welfare and pesticide issues and a need to protect and enhance the environment.

Please note that the standards must be read in conjunction with the **Member Rules** at the back of this manual, which all scheme members are bound by.

For more information on the Red Tractor Assurance Scheme, visit: **redtractorassurance.org.uk**.





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

Standard coding begins with a two-letter prefix which identifies the section (e.g. EC for Environmental Protection and Contamination Control). You may notice that the codes are not always consecutive — rest assured that no information is missing from this guide.

Assessors will use this code together with one to identify the enterprise to which it relates (e.g. CR for Combinable Crops and Sugar Beet) to record any non-conformances on the report at the end of the assessment.

Look out for the **guidance boxes** throughout this guide – these offer useful tips to help you meet the relevant standard.

**Key** while all standards must be met, particular attention should be paid to these as they can have implications for your certification

**Recommendation** this is not a standard and a non-conformance raised will not affect your certification. However these are recommended actions to undertake to help demonstrate working to Red Tractor and industry core principles

**New** a completely new standard which the member must now adhere to, or a new recommendation

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

**Upgraded** the standard has been upgraded to a Key standard or from a Recommendation to a full standard

**Appendix** indicates that additional information is provided in the Appendices at the back of this manual and can also be found by visiting: **redtractorassurance.org.uk** 

this icon indicates that a **record** is required and suggests potential documentary evidence which could be used to show compliance

### WHERE TO FIND HELP



At the end of each section this icon indicates where you can get **additional information**, should you need it.

Visit our website: redtractorassurance.org.uk for additional help.



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\*(N/A If Vehicles Are Tascc Certified)



Red Tractor is the body that sets the standards a member must conform to in order to be certified.

We license independent contractors, known as certification bodies, to carry out assessments and certification. They manage membership and will be your day-to-day contact.

All our certification bodies work to the same standards and procedures, and all their assessors have relevant training and experience. You can choose any one and get the same service, just like getting an MOT for your vehicle.

You must conform to the standards and the membership rules at all times to be a member. It is important to keep up to date of any changes because both standards and membership rules may occasionally be amended. Please check: **redtractorassurance.org.uk** for updates to standards.



# **HOW TO JOIN**

To become Red Tractor Assured, first choose one of our licensed certification bodies. You can see the full list of our certification bodies and the standards they can certify on the back page of this booklet.

To join the scheme, contact any one of the certification bodies and they will send you an application pack. You can apply to join at any time throughout the year and your membership must be renewed annually.

Before applying, make sure you read the membership rules and the standards you must conform to. These detail what you need to do and how you will be assessed.

If applying for more than one scheme, your certification body may apply a discount and

will coordinate the assessment together in a single visit where possible.

You are welcome to choose a different certification body for each of the various enterprises or activities you wish to be certified for and the relevant assessments will be conducted separately.

It is possible to change your certification body at any time and maintain your 'Red Tractor Assured' status, provided you have no outstanding non-conformances or obligations.

Please pay particular attention to the limitation of liability provisions set out in Rules 74 - 76.



Remember to provide your certification body with your up-to-date contact details and add **rtfcomms@redtractor.org.uk** to your email contacts to make sure you receive the latest guidance and information to help your assurance certification.



# 1. APPLICATION

Send an 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 revisit 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 definitive.



# 5. RENEWAL

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



### 6. ROUTINE ASSESSMENTS AND SPOT CHECKS

An assessor will make routine 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 held no further apart than 12 months for crops, fresh produce, chicken, ducks and turkey schemes. Assessment timings may be altered to accommodate multiple schemes on one farm visit.

# **SPOT CHECKS**

You may also be subject to spot check visits, some of which may be unannounced as part of our risk-based approach to inspections. To find out more about this, please see: **redtractorassurance.org.uk**.

# **NON-CONFORMANCE - WHAT HAPPENS NEXT?**

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.

# Suspension:

Your membership and certification can also be suspended if you have not put non-conformances right within the time stipulated. If an unannounced spot check as a result of our risk-based approach to inspections shows no improvement the member will still be categorised as high risk and suspended.

Suspension is only lifted once you have proved that you have corrected the non-conformances. In some cases, a revisit may be required.

You must not sell products as 'Red Tractor Assured' whilst your certification is suspended.

# Withdrawal:

If within three 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 be closed.

The certification body will also withdraw certification and your membership will automatically be revoked 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 revoked for any other reason or expires and is not renewed within one month of expiry in accordance with the membership rules.



To help members avoid the most common non-conformances for each sector, we have published useful guides on our website. Go to: **redtractorassurance.org.uk**.



DATE OF CHANGE	STANDARD	PAGE
01 October 2022	VC.3	16
Standards marked as NEW and any changes made sinc	or <b>REVISED</b> include all changes made.	de on 1st November 2021

# Risk Assessment (RA)

#### **STANDARDS**

**HOW YOU WILL BE MEASURED** 

### Aim: to produce safe and legal product

#### RA.1 Key

A documented Crop Contamination Risk Assessment must be completed REVISED

#### RA.1.a

The risk assessment takes into account all possible sources of contamination at each process stage, including during short and long-term storage

#### RA.1.b

The following areas of possible contamination are considered:

- physical (e.g. glass, metal, clay pigeon fragments, lead shot, bitumen, stone, plastic, other crops, peas/beans, HEAR, treated seed)
- chemical (e.g. pesticides, fuel oil, mycotoxins DON, ZON, OTA, ergot, T2/HT2), which includes:
  - a CIPC Store Risk Assessment for each store
  - for wheat: a completed AHDB mycotoxin risk assessment for the current growing season, for each field, or agronomically similar blocks of fields
- biological
- allergens (e.g. soy, mustard, celery)

#### RA.1.c

Control measures and prevention are detailed for all the potential contaminants identified

#### RA.1.d

The following is included in the control measures:

- clay pigeons are not shot over standing crops of rape after the yellow bud stage
- there is no shooting over stored grain



■ Crop contamination risk assessment (or records demonstrating control of risk)



#### WHERE TO FIND HELP

- Further guidance on mycotoxins can be found here:
  - AHDB risk assessment for fusarium mycotoxins in wheat: https://ahdb.org.uk/mycotoxins
  - AHDB guidance on fusarium and microdochium in cereals: https://ahdb.org.uk/knowledge-library/fusarium-and-microdochium-in-cereals
  - AHDB guidance on ergot in cereals: https://ahdb.org.uk/ergot
  - FSA business guidance on mycotoxins: https://www.food.gov.uk/business-guidance/mycotoxins

# **Documents and Procedures (DP)**

#### **HOW YOU WILL BE MEASURED STANDARDS** AIM: Plans and procedures are in place to manage incidents or emergencies on farm DP.1.a DP.1 Key The farm, as a whole, must present an The external areas around buildings and farm entrances are kept clear of rubbish, non-essential equipment and other debris acceptable and tidy appearance to the general public. The site management must not present a food safety, animal welfare or Loose wire, scrap machinery, scrap metal, seed and fertiliser bags, PPP environmental risk containers and disused tyres are managed **DP.1.1** DP.1.1.a Areas at high risk of pollution are identified on the A farm map must be present and areas of specific risk are identified farm map ■ Farm map **GUIDANCE** One or more maps may be used and this may be held as a hard copy or as an electronic document DP.2.a You have considered the risks to your farm and A documented plan for the effective documented the actions to be taken in the event of management of serious incidents Contingency/ (where appropriate): and potential emergency situations emergency plan that threaten food/feed safety or the - fire environment must be in place and known power cuts to those involved in farm tasks REVISED - extreme weather - pollution incidents (e.g. agrochemical spill) - other site-specific risks DP.2.b Up-to-date relevant contact details are displayed (including out of hours phone numbers) e.g. electricity supplier, Environment Agency hotline DP.2.c Key personnel have access to plan **DP.3** DP.3.a System includes recording the: Systems must be in place for recording, investigating and resolution of any - complaint ■ Complaint complaints that are relevant to the records - investigation result requirements of the Red Tractor Standards action taken to prevent the issue happening again

# GUIDANCE

Complaints made by local authority, general public, customers (e.g. delivery point rejections) or other

# Personnel (PL)

#### **STANDARDS**

#### **HOW YOU WILL BE MEASURED**

AIM: All personnel (including but not limited to employees, self-employed and family members) are trained and competent to carry out the required activities on farm/sites relating to primary production on site

#### PL.1 Key

Systems must be in place to ensure all new personnel are effectively trained and deemed competent to carry out the activities they are required to do

#### PL.1.a

No one starts work without an induction, supervision and explanation of the tasks they will carry out

### PL.2

Records of training must be kept

#### PL.2.a

A training record is available for all, including:

- name
- details of training/events attended
- date of training
- who provided the training (in-house or external provider)



Records kept for 2 years after person has left the business



Training record

AIM: Any labour providers used are managed with agreements in place to ensure that workers provided are competent, and labour providers are licensed

#### PL.4

Where labour providers are used, they are licensed and a documented agreement is in place

#### PL.4.a

All labour providers used hold a valid Gangmasters & Labour Abuse Authority (GLAA) licence



A Service Level Agreement is in place between the business and the labour provider



The agreement confirms that any workers provided are suitably competent



■ Service level agreement

#### **GUIDANCE**

The GLAA defines specific circumstances which re excluded from the licensing requirements – refer to GLAA website for further information. This standard does not apply where workers are supplied outside of the scope of licensing requirements.

#### AIM: A safe working environment for workers and visitors

#### DI 6

Health and Safety Policy in place and effectively communicated to workers NEW

#### PL.5.a

PL.5.b

Health and Safety policy in place

Policy is effectively communicated to all relevant workers

#### Health and Safety policy

PL.5.c

Language and learning style is given due consideration to ensure all workers understand information

#### **GUIDANCE**

Definition of worker: https://www.gov.uk/employment-status

A person is generally classed as a 'worker' if:

- they have a contract or other arrangement to do work or services personally for a reward (your contract doesn't have to be written)
- their reward is for money or a benefit in kind, for example the promise of a contract or future work
- they only have a limited right to send someone else to do the work (subcontract)
- they have to turn up for work even if they don't want to
- their employer has to have work for them to do as long as the contract or arrangement lasts
- they aren't doing the work as part of their own limited company in an arrangement where the 'employer' is actually a customer or client



### WHERE TO FIND HELP

■ Guidance on legal requirements for management of Health and Safety is available through the HSE website: https://www.hse.gov.uk/simple-health-safety/index.htm

# **Traceability and Assurance (TI)**

STANDARDS	HOW YOU WILL BE MEASURED		
AIM: Clear identification of grain leaving	the farm to deliver food chain traceability		
TI.1 Key A complete combinable crops passport must accompany each load that leaves the farm REVISED	■ TI.1.a  Up-to-date assurance information is detailed on the passport using either an assurance sticker or a Red Tractor downloadable pdf passport		
GUIDANCE  Details on how to download a Red Tractor pdf pa https://assurance.redtractor.org.uk/contentfil	assport can be found here: es/Farmers-7098.pdf?_=637303172236691587		
TI.1.1 Key  There must be traceability up and down the production process and a system in place to pass this traceability link to the next point in the supply chain			
TI.2  Producers must retain records of the destination/point of first tip of loads leaving the farm, where available		■ Destination/ point of first tip records/collection notes	
TI.3 (Recommendation)  It is recommended that samples are	TI.3.a Samples are kept for three months		
retained from all loads leaving the farm	TI.3.b Samples are taken in line with the AHDBs Grain Sampling Guide		
AIM: Clear identification of grain on-farm to ensure on-farm traceability			
TI.4 Key  Traceability records must be kept to identify varieties and fields of origin of crops stored in bulk/bins		Stored crop traceability records	
TI.5 Certificates/lot numbers and product name(s) of any purchased seed and seed treatment must be available		Seed treatment records (including any treatments made by processors prepurchase)	
AIM: Controls are in place to maintain assurance status			
TI.6 Key Producers must not market assured and non-assured combinable crops and/or sugar beet produced on the same holding	<ul> <li>TI.6.a         If you are providing third party storage for non-assured combinable crops and/or sugar beet it is physically separated from assured combinable crops/sugar beet     </li> <li>TI.6.b         Separate records are kept showing delivery and outloading of assured and non-assured product     </li> </ul>	■ Delivery and out-loading records for assured and non-assured product	

# **Vermin Control (VC)**

### **HOW YOU WILL BE MEASURED STANDARDS** AIM: Effective and responsible control of birds, rodents and other animals to prevent contamination and risks to food safety and animal health VC.1.a VC.1 Key No build-up of vegetation close to farm structures that There must be effective control of vermin could harbour vermin ■ Site survey VC.1.b A site survey is completed at least quarterly, detailing: - date of inspection - locations inspected findings - actions required - date actions completed VC 1 c Dead/trapped vermin are searched for and disposed of when bait points are checked Birds, rodents and domestic animals are prevented from entering all long-term storage VC.2.a VC.2 Prior to treatment with baits the use of non-chemical Toxic bait must be used responsibly control methods is considered first followed by the least REVISED ■ Environmental toxic alternatives (see Appendix – risk hierarchy) risk assessment ■ Bait plan An environmental risk assessment is undertaken in **■** COSHH accordance with the Appendix before bait is laid assessment (where applicable) Where baits are used a Bait plan identifies: location of bait points bait used - bait point inspection - replenishment dates Non-target animals do not have access to baits VC.2.e Bait stations/boxes are secured and clearly identified Permanent baiting is not routinely undertaken and toxic bait is removed when treatment is finished VC.2.q Product label directions are followed VC.2.h A documented COSHH assessment is carried out where there are 5 or more employees

### **GUIDANCE**

Permanent baiting is the application of a rodenticide product when no active infestation is present. Permanent baiting is strictly limited to sites with a high potential for reinvasion when other methods of control have proven insufficient and can only be carried out by professional users and only with products authorised for this use



### WHERE TO FIND HELP

■ The Campaign for Responsible Rodenticide Use (CRRU) Code is published on: www.thinkwildlife.org/code-of-best-practice/crru-code/

# Vermin Control (VC) (continued)

#### AIM: Ensuring toxic rodent bait is used safely in grain stores whist combinable crops are being stored VC.3.a VC.3 Key There is a defined need for toxic bait to be used to Toxic rodent baits can only be used in prevent or treat a mouse infestation grain stores whilst combinable crops are ■ Site survey and being stored where the following criteria / or vermin control are met NEW contractor's visit reports that identify a significant risk during storage VC.3.b Only gel / paste products1 can be used within the store\* (Loose grain baits, pasta / wax blocks and ¹gel sachets ■ Baiting records are not permitted) VC.3.c Toxic pastes / gels are only placed within the store in lockable, secure, identifiable bait boxes which are Store bait secured to the building with the positions recorded on box map a store map (The assessor will check that boxes are locked when present) VC.3.d Bait boxes are placed where there is minimal risk of being crushed or displaced VC.3.e Where farmers or farm personnel are baiting grain stores, they must have read and understood the Training records Red Tractor 'Safe mouse control in a grain store' guidance / training document\*\*. The training must be documented. (This can be N/A if using a professional vermin control contractor.) **GUIDANCE**

\*Products used must be on the approved list hosted at https://www.hse.gov.uk/biocides/uk-list-active-substances.htm
\*\* https://redtractorassurance.org.uk/document-library/

# Soil Management (SM)

STANDARDS	HOW YOU WILL BE MEASURED		
AIM: Soil is managed in a way that helps maintain soil condition			
SM.1 A Soil Management Plan must be established and implemented	SM.1.a     Production practices are adjusted to maintain soil structure and control erosion	R ■ Soil	
	■ SM.1.b  The classification of soils on the farm is known	management plan	

#### **STANDARDS**

#### **HOW YOU WILL BE MEASURED**

AIM: No chemical or physical contamination, pollution or spread of disease from any potential contaminants or wastes

#### EC.1 Key

Potential pollutants must be stored in a manner that minimises the risk of contamination and pollution to crops, feedstuffs, animals, soils, groundwater and watercourses REVISED

#### EC.1.a

Fuel tanks are bunded where required by legislation

#### FC.1.b

PPPs are kept in a locked store with access only given to trained and authorised personnel

#### EC.1.c

Manufactured fertiliser is stored on a hard, dry surface

#### EC.1.d

AN fertilisers are stored in accordance with the HSE document 'Storing and Handling Ammonium Nitrate'

#### EC.1.e

Any fertiliser spillage can be contained

#### EC.1.f

Organic manures are not stored:

- within 10m of inland freshwaters or coastal waters
- within 50m of a spring, well or borehole

#### EC.1.g

Liquid fertiliser is stored in suitable tanks or bowsers:

 liquid fertiliser tanks are either bunded or have lockable or removable tap handles

#### **GUIDANCE**

Potential pollutants include, but are not limited to, PPPs, fertilisers – manufactured and organic, anaerobic digestate, fuel oil, empty containers, disinfectants and rodenticides.

Watercourse includes, water courses (ditches, streams, rivers), ponds, lakes, reservoirs, canals, estuaries, coastline

Organic manure includes livestock manures, sewage sludge/biosolids, compost, digestates, organic industrial waste

STANDARDS	HOW YOU WILL BE MEASURED			
AIM: Plant Protection Products (PPPs) are stored and managed in a safe and responsible manner to prevent contamination and pollution				
EC.1.1 Key The PPP store must be of a suitable design,	<b>EC.1.1.a</b> The store has adequate ventilation			
construction and layout REVISED	■ EC.1.1.b  The lighting within the store is sufficient to read product labels			
	■ EC.1.1.c The store is frost-proof			
	■ EC.1.1.d  The store is away from areas presenting a risk of fire and at least 4m away from flammable materials, sources of ignition			
	<ul> <li>EC.1.1.e</li> <li>Warning signs on or adjacent to, the door including:</li> <li>general warning sign</li> <li>no smoking sign</li> <li>naked flames prohibited sign</li> </ul>			
	■ EC.1.1.f  Liquids cannot contaminate granules and powders			
	■ EC.1.1.g  Fixed shelving is strong enough to support product			
	■ EC.1.1.h  Emergency facilities are available to deal with spillages e.g. sand/absorbent granules/an adequate sump/ability to retain spillages (i.e. bunded)			
	EC.1.1.i  An outside cage is only used where the product is supplied in a container designed specifically for outside storage			
	■ EC.1.1.j Segregation of product and empty packaging			
	■ EC.1.1.k Emergency phone numbers are displayed			
	■ EC.1.1.m A first aid kit, including eye wash, is available			
	EC.1.1.n A fire extinguisher is available			
EC.1.2  A list of stored PPPs must be available and updated on a regular basis	■ List of stored PPPs			
EC.2 In the case of packaging breakages PPPs must be transferred to a suitable container	EC.2.a  Container has an appropriate safe closure cap or bag tie			
	■ EC.2.b  The original label information is displayed			

#### **STANDARDS**

#### **HOW YOU WILL BE MEASURED**

# AIM: Fertilisers are stored and managed in a safe and responsible manner to prevent theft, contamination and pollution

#### EC.3

Nitrogen based fertilisers must be stored in a way that minimises the risk of theft REVISED

#### EC.3.a

Stored in a secure building or compound where there is no public access

#### EC.3.b

Product is either not stored close to, or is not visible from, a public highway (covering or sheeting is an acceptable way of ensuring the product is not visible)

#### EC.3.c

Checks are made to ensure manufactured fertiliser has not been tampered with, moved or stolen

#### FC.3.d

Any theft or losses are reported to the police immediately (Tel: 101)

#### EC.3.e

Site map references for granular nitrogen fertiliser storage are recorded (what3words or six figure Easting and Northing reference, e.g. 123456/456789)

#### EC.3.1

A list of stored manufactured fertiliser must be kept and updated regularly

#### EC.3.1.a

Physical stock checks are carried out regularly



■ Stored manufactured fertiliser list

#### EC.3.2 (Recommendation)

It is recommended that you notify the relevant authorities if you are storing certain amounts and/or types of fertiliser

#### EC.3.2.a

Sites storing more than 150 tonnes of fertilisers which contain Ammonium Nitrate, where the Nitrogen content is greater than 15.75%, notify the Fire and Rescue Service

#### EC.3.2.b

If storing more than 25 tonnes in total of any fertilisers or other substances with an oxidiser warning sign on the bag or container you have notified both HSE and the Fire and Rescue Service

# AIM: PPPs are correctly handled and applied to prevent contamination and minimise impact on the wider environment

#### EC.4 Key

PPPs must be appropriate for their intended use REVISED

#### EC.4.a

Manufacturer's instructions are followed

#### EC.4.b

PPPs are approved for use

#### EC.4.c

Unapproved product is kept in a segregated area of the pesticide store, pending collection for disposal at the earliest opportunity; clearly marked with signs /labels stating that it must not be used

#### EC.4.d

The Defra Code of Practice for Using Plant Protection Products is adhered to and particular attention is given to:

- environmental impact and residue levels
- maximum permitted dose rates
- any relevant risks if reduced dose rates are used
- restrictions on repeated applications to a single crop
- rotation of modes of action (where possible)

#### STANDARDS

#### **HOW YOU WILL BE MEASURED**

#### **GUIDANCE**

A PPP is defined as any product with a current MAPP number

#### FC.4.1

PPPs are mixed/handled in a manner that minimises the risk of contamination and pollution REVISED

#### EC.4.1.a

Where used, measuring equipment is dedicated to this purpose, non-glass, clean and free of accumulated residues and numbering is sufficiently legible to enable accurate measurement



■ PPP store scale calibration record where required

#### EC.4.1.b

Where used, weighing scales are dedicated to this purpose and are check weighed at least annually and, if necessary, calibrated

#### EC.4.1.c

Any dedicated PPP filling areas are designed to effectively contain any drips or spills generated by filling of PPP application equipment

#### EC.4.1.d

Where a dedicated filling area is not in place, a suitable alternative provision is present to control this risk (e.g. a suitably functional drip tray and selection of filling locations distanced from water courses, boreholes/springs/wells)

#### FC 4 1 a

Any alternative provisions used are managed appropriately to ensure they do not themselves present a risk of contamination to personnel or environment

#### EC.5 Key

PPPs must be applied in a manner that minimises the risk of contamination and pollution REVISED

#### EC.5.a

PPP application does not occur in areas of high pollution risk, as identified on farm map

### ■ EC.5.b

PPP application does not occur in unsuitable conditions e.g. when there is a risk of drift or where soil conditions are unsuitable e.g. waterlogged, flooded or snow-covered soil or where the soil has been frozen for more than 12 hours in the previous 24 hours

#### EC.5.c

Buffer zone requirements of the PPP being applied are complied with

#### EC.5.d

Local beekeepers are given 48 hours' notice (unless otherwise agreed) of the intention to apply a PPP that is hazardous to bees, via direct contact/ BeeConnected/equivalent

#### EC.5.e

Care is taken when applying near hedgerows, woodlands, wetlands, private homes or public places e.g. schools, parks, playground

#### **GUIDANCE**

BeeConnected website: beeconnected.org.uk

#### **EC.6** NPTC Pesticide Application Certificates/Lantra Awards PPP application must be undertaken by Level 2 Pesticides qualification are held competent operators REVISED ■ NPTC/Lantra certificates EC.6.b ■ NRoSO National Register of Sprayer Operators (NRoSO) membership registration is held number and expiry BASIS Prompt, registration with the BPCA CPD scheme or NRoSO is held for those applying grain store insecticides **GUIDANCE** PPP application operators also include those applying granular/dust PPPs, post-harvest treatment or seed treatment EC.7.a All PPP application equipment must be Frequency of testing is carried out as follows: maintained and tested NSTS Equipment Testing frequency Certificates Annual NSTS test 3m+ boom sprayer ■ Calibration Granular nematicide applicator records Slug pelleter (including electric NSTS tested before spinning disc and hydraulic/ the equipment is PTO fertiliser spreaders) 5 years old and thereafter NSTS ≤3m/granular herbicide tested once every applicator (boom type) 6 vears Handheld/knapsack sprayers No testing required EC.7.b Equipment calibration occurs between seasons of use, as a minimum Equipment used to apply granular PPPs is calibrated whenever there is a change of product EC.7.1.a EC.7.1 Transporting product through water/crossing PPPs must be transported in manner that watercourses is avoided wherever possible minimises the risk of contamination and pollution EC.7.1.b Diluted PPPs: valves which control the flow of the PPP to the spraying equipment are shut during transport unless constant agitation is specifically mentioned on hoses, nozzles and other fittings are maintained in line with manufacturer's instructions EC.7.1.c Undiluted PPPs are transported in a secure chest/cabinet/container EC.7.2.a EC.7.2 Appropriate active per hectare has been used to avoid Where metaldehyde is used, it must be drainage and run-off used in a manner that reduces the risk to ■ Metaldehyde water, birds and small mammals application records EC.7.2.b No applications are made during heavy rain or when drains are flowing EC.7.2.c Consideration is given to the proximity of watercourses, as demonstrated on the farm map(s) EC.7.2.d Consideration is given to the maximum permitted dose rate and maximum application rates

#### STANDARDS

#### **HOW YOU WILL BE MEASURED**

#### **GUIDANCE**

For information about the responsible use of metaldehyde, see: www.getpelletwise.co.uk

#### EC.7.3

Where granular nematicides are used, use must be in accordance with the Nematicide Stewardship Programme (NSP) Best Practice Protocol REVISED

#### EC.7.3.a

Staff applying granular nematicides hold a PA4 or PA4G certificate

#### EC.7.3.b

Staff applying granular nematicide complete ARTIS e-learning modules

#### EC.7.3.c

The applicator is checked prior to the start of the season and on each working day to ensure all pipework is correctly fitted, the hopper bungs are in place and the hopper lids are secure. When the applicator is in use, granules are monitored to check they are flowing correctly

#### EC.7.3.d

The applicator must be able to turn off the flow of nematicide granules at least 3 meters from the end of each row

#### EC.7.3.e

Designated areas for filling hoppers in each field are used which can easily be checked for spillages. Spillages should be dealt with according to manufacturer's recommendations and the NSP protocol to ensure no granules are left on the surface

#### EC.7.3.f

Treated fields are checked 24–48 hours after application for any adverse effects to wildlife. If any are found, contact the Wildlife Incident Investigation Scheme (WIIS) and the granule manufacturer

# R

- PA4G certificate
- ARTIS e-learning certificate
- Applicator check record (pre-season and on day of operation)
- Post-application field check record

#### **GUIDANCE**

Nematicide Stewardship Programme: http://nspstewardship.co.uk

The Nematicide Stewardship Programme (NSP) was founded in 2015 with a scope covering the use of cholinesterase inhibiting, granular nematicides – specifically: oxamyl (e.g. Vydate) and fosthiazate (e.g. Nemathorin). The NSP scope does not include liquid nematicides and non-cholinesterase inhibiting granular nematicides.

#### EC.7.4

Advisers making recommendations on PPP use must be on the BASIS Professional Register



■ Name and BASIS professional register number

#### EC.7.5

Surplus spray mix must be dealt with in a manner that minimises the risk of contamination and pollution

#### EC.7.5.a

Surplus spray mix is sprayed onto designated areas (e.g. crop left specifically for the purpose) and the maximum rate is not exceeded, or securely stored pending collection by a registered waste contractor



■ Exemption/ permit

#### EC.7.5.b

Tank washings and rinsates are treated in a biobed or biofilter under a registered waste exemption or disposed directly to the ground in accordance with an appropriate permit

STANDARDS	HOW YOU WILL BE MEASURED	
EC.8  Records must be kept of all PPP applications	EC.8.a Records are kept of all PPP applications, including PPPs used to treat seed, in-field PPPs, pre-harvest crop store PPPs, post-harvest PPPs and diatomaceous earths	■ PPP application records
	■ EC.8.b  Records include:  - field/store identifier for post-harvest treatments  - crop/variety  - total area  - sowing or planting date  - date and time applied  - justification/target for application  - product name and active ingredient  - rate of application  - water volume  - wind direction and speed  - harvest interval  - name of sprayer operator	
	■ EC.8.c Records are kept for at least 3 years	
EC.8.1  Systems must be in place to ensure statutory harvest intervals for PPPs are complied with		Records demonstrating harvest intervals are complied with

#### STANDARDS

#### **HOW YOU WILL BE MEASURED**

AIM: Fertilisers and other soil amendments are legal, suitable for their intended use and applied in a manner that prevents pollution and contamination

#### EC.9 Key

Manufactured fertilisers and organic manures must be applied in a manner that minimises the risk of contamination and pollution REVISED

#### EC.9.a

Any materials, including waste materials, that are applied to land should have agricultural benefit

#### ■ EC.9.b

Exemptions/permits to use waste materials are held

#### ■ EC.9.c

A Manure Management Plan (MMP) is kept and followed when applying organic manures to land

#### EC.9.e

Before application the following factors are considered:

- NVZ restrictions
- soil type
- soil condition
- crop requirements
- slope
- weather conditions
- the location of watercourses
- water supplies and abstraction points (including on neighbouring land)

#### FC 9 f

Applications are not carried out during high risk times e.g. on waterlogged, flooded or snow-covered soil or where the soil has been frozen for more than 12 hours in the previous 24 hours

# EC.9.g

Biosolids are assured under the Biosolids Assurance Scheme

#### EC.9.h

Untreated sewage sludge, untreated abattoir or catering derived animal by-products are not applied

#### EC.9.i

Applications are made in accordance with Appendix

#### **GUIDANCE**

The supply and timing of nutrient application is matched to meet crop demand. Non-target areas are protected from run-off and leaching

#### EC.9.1

Advisers making recommendations on manufactured fertiliser use must be on the FACTS Professional Register

# R

■ Name and FACTS professional register number

Exemption/

management

information)

plan (or records

detailing required

permit

■ Manure

#### EC.9.2

Fertiliser rates must be based on a calculation of the nutrient requirements of the crop and on regular analysis of nutrient levels in soil, plant or nutrient solution

#### EC.9.2.a

Proper account is taken of nutrient content of organic manure



 Analysis results or standard analysis (e.g. RB209)

#### **GUIDANCE**

Risk factors which could lead to runoff, which should be taken into account are: slope (especially if greater than 12 degrees), ground cover, proximity to watercourses or wetlands, weather conditions and forecasts, soil type and condition, presence and condition of land drains

PPPs are defined as any product with a current MAPP number

STANDARDS	HOW YOU WILL BE MEASURED	
EC.9.4  Documented evidence detailing the chemical content (N, P, K) of all purchased manufactured fertilisers must be kept for twelve months		■ Invoices/delivery records
EC.9.5  Documentary evidence must be kept which demonstrates that manufactured fertiliser is responsibly sourced and traceable, e.g. from a Fertiliser Industry Assurance Scheme (FIAS) approved supplier NEW		■ Invoices/delivery records/data sheets
EC.10 All manufactured fertiliser application equipment must be maintained and calibrated at least annually		R Calibration record
EC.10.1  Records must be kept of all applications of manufactured fertilisers and organic manures	<ul> <li>EC.10.1.a         Records include:         <ul> <li>field identifier/location</li> <li>date of application</li> <li>product type</li> <li>product quantity</li> <li>method of application</li> <li>name of operator or contractor</li> </ul> </li> </ul>	■ Manufactured fertiliser/organic manure application records
AIM: No chemical or physical contamination contaminants or wastes	tion, pollution or spread of disease from any potenti	al
EC.11 Key  All wastes which cannot be utilised are disposed of in a manner that minimises the risk of contamination and pollution  REVISED	<ul> <li>EC.11.a         Wastes are disposed of by a registered waste carrier</li> <li>EC.11.b         Wastes are not burnt, with the exception of vegetation and untreated wood</li> </ul>	■ Waste transfer notes ■ Waste carrier name and
	<ul> <li>EC.11.c         Empty PPP containers are:         cleaned using an integrated pressure rinsing device, or triple rinsed appropriately and the rinsate returned to the spray tank         stored securely         not reused         returned to the supplier or where non-returnable, disposed of via a registered waste carrier     </li> <li>EC.11.d         Redundant PPPs are disposed of via the supplier or a registered waste carrier     </li> </ul>	registration number

**STANDARDS** 

**HOW YOU WILL BE MEASURED** 

#### **GUIDANCE**

In order to transport your own waste you must be registered (free of charge) as a low tier waste carrier: https://www.gov.uk/register-renew-waste-carrier-broker-dealer-england

Opportunities are considered for:

- reducing the production of waste
- re-using waste (where appropriate)
- recycling waste, plastics in particular



#### WHERE TO FIND HELP

- HSE guidance on storing pesticides for farmers and other professional users: https://www.hse.gov.uk/pubns/ais16.pdf
- For information on the importance of fertiliser security, visit: www.secureyourfertiliser.gov.uk
- For a list of approved pesticides, visit: www.pesticides.gov.uk
- Information on sprayer certificates of competency can be found at: www.cityandguilds.com
- Details of NSTS approved test centres can be found at: www.nsts.org.uk
- Nutrient Management Guide (RB209): https://ahdb.org.uk/nutrient-management-guide-rb209
- BeeConnected: https://beeconnected.org.uk/
- The BBPA publish an updated list of acceptable agrochemicals for malting barley which can be found at: https://www.ukmalt.com/latest-bbpa-agrochemical-list-for-use-on-barley/
- For more information about FIAS see:
  - https://www.agindustries.org.uk/sectors/trade-assurance-schemes/fias-fertiliser-industry-assurance-scheme.html
- Public register of waste carriers, brokers and dealers (England): https://environment.data.gov.uk/public-register/view/search-waste-carriers-brokers
- Public register of waste carriers, brokers and dealers (Northern Ireland):

  https://www.daera-ni.gov.uk/articles/registered-waste-carriers-transporters

  Public register of waste carriers, brokers and dealers (Scotland): https://www2.sepa.org.uk/wastecarriers
- Public register of waste carriers, brokers and dealers (Wales): https://naturalresources.wales/permits-and-permissions/waste-carriers-brokers-and-dealers-public-register/?lang=en

# **Environment Impact/Conservation and Sustainability (EI)**

STANDARDS	HOW YOU WILL BE MEASURED	
	farming operations have on the environment	
EI.1  Producers must be aware of any practices that have an adverse environmental impact	EI.1.a     Important features of biodiversity and conservation value a around the farm     EI.1.b     Practices are adopted to minimise detrimental impact on s	
El.2 A mass balance must be in place	EI.2.a     The estimated quantity of grain and oilseed stored, per site, is recorded immediately post-harvest	R Mass balance
	EI.2.b  Records are kept for quantities of grain and oilseed which leave each site (e.g. grain passports)	records
	EI.2.c     Carry-over between harvest years is recorded	
	El.2.d     Reconciliation of amounts stored vs. out-loading records is available per harvest year	
GUIDANCE For initial assessments this information may be reverified by the assessor	requested in advance and the set-up of the mass balance syste	em will be
Crops and sugar beet that may be used to produce biofuels and bioliquids must not be produced on land that had one of the following statuses on or after Jan 2008:  - a high biodiversity value  - land with high carbon stock  - land that was peatland unless evidence is provided that the cultivation and harvesting does not involve drainage of	■ El.3.a  Further details and definitions are outlined in the Appendix complied with	< − these are

previously undrained soil

# **Integrated Pest Management (IM)**

STANDARDS	HOW YOU WILL BE MEASURED			
AIM: The principles of Integrated Pest Management are followed on-farm				
IM.1 Integrated Pest Management (IPM) must be in place to proactively manage crop production	IM.1.a     An IPM Plan is documented and followed	R ■ IPM Plan		
	■ IM.1.b  The IPM Plan is discussed with relevant staff, advisers and contractors			
GUIDANCE For a template IPM plan visit: https://voluntaryinitiative.org.uk/schemes/integrated-pest-management/				
IM.2 Regular crop inspections must be undertaken and recorded		■ Crop inspection records		
IM.3 Relevant pests, diseases and weeds must be monitored regularly and recorded	IM.3.a     Recording is carried out directly or through participation in a relevant prediction programme	R ■ Pest/weed/		
	■ IM.3.b  Thresholds are used where applicable to avoid the routine application of PPPs	disease records		

# Irrigation (IG)

STANDARDS	HOW YOU WILL BE MEASURED			
AIM: Sustainable use of water				
IG.2 Untreated sewage water must not be used	■ IG.2.a  No evidence that untreated sewage water (defined as water contaminated with human and/or municipal waste) has been used on crop production sites			
AIM: Water use on-farm is optimised and sustainable				
IG.3  Where irrigating, a water management plan must be produced and used to identify opportunities for water use efficiency and reducing waste UPGRADED		■ Water management plan		
GUIDANCE  Examples of opportunities for more efficient use of water and reducing waste may include:  - computer modelling of crop's water requirements  - irrigating at night  - maintenance plans to reduce possibility of leakage  - storage of winter storm water  - water use audit				

STANDARDS	HOW YOU WILL BE MEASURED	
IG.4 Crop irrigation must be based on an identified need REVISED	■ IG.4.a  Irrigation need is identified through reference to suitable data sources – e.g.:  — moisture measurement  — crop walking records  — weather station data	Record of irrigation need
IG.5 Records must be kept of irrigation water use REVISED	■ IG.5.a Records include:  - water source  - volume  - timing	R ■ Irrigation records
IG.6 Licenses are in place where required for water used on farm	IG.6.a     A valid licence or permit is in place for use of any groundwater or surface water used for irrigation	R Abstraction
	IG.6.b  Any licensing conditions (e.g. permitted volume or timing of abstraction) are complied with	Licence

# **Storage of Combinable Crops (ST)**

STANDARDS	HOW YOU WILL BE MEASURED		
AIM: To prevent crop being contaminated by equipment			
ST.1 Key All equipment which comes into contact	ST.1.a  All equipment is clean and dry before use		
with grain must be thoroughly cleaned prior to use REVISED	Trailers and/or loading buckets that have been used to m or similar materials are cleaned, power washed, sanitised food grade detergent/disinfectant and are dry before use	'	
GUIDANCE Examples of equipment include any used for harvesting, transporting, handling, conveying, loading etc			
AIM: Storage conditions do not compromise food safety or crop quality			
ST.2 Key  The condition of crops must be determined as they go into store and an assessment made of storage and conditioning requirements REVISED	ST.2.a     The AHDB Grain Storage Guide is followed	R	
	ST.2.b     The Safe Storage Calculator, or equivalent, has been used	■ AHDB Grain Storage Guide	

# Storage of Combinable Crops (ST) (continued)

STANDARDS	HOW YOU WILL BE MEASURED					
GUIDANCE  AHDB Grain Storage Guide: https://ahdb.org.uk/grainstorage, Safe Storage Calculator: https://ahdb.org.uk/safe-storage-time-calculator						
ST.3 Key The condition of stored crops must be monitored REVISED	ST.3.a  Monitoring timeline is outlined by your storage strategy					
	<ul> <li>ST.3.b</li> <li>Any temperature rises identified during monitoring are investigated and action taken</li> </ul>	■ Grain storage records				
	ST.3.c     Any water ingress identified during monitoring, is investigated and action taken					
	ST.3.d Records are kept of:  temperature moisture dates of all checks follow-up action taken					
ST.4  Moisture meters and temperature probes must be calibrated annually and records kept		Calibration records				
GUIDANCE  Not applicable where crops are moving immediately from farm to a central store Calibration can be carried out on-farm using reference samples						
ST.5 Key Insect traps must be used in stored crops REVISED	ST.5.a     Insect traps are monitored in line with the timeline outlined by your storage strategy					
	ST.5.b  Records are kept of:  dates of checks  insect activity  follow-up action taken					
AIM: the use of drying equipment does not compromise food safety or crop quality						
ST.6 Drying equipment must be regularly maintained		■ Maintenance records				
ST.7  Drying equipment must be operated in line with manufacturer's instructions in a manner that prevents contamination	ST.7.a     Fuel used in oil-fired driers meets commercial BSi or ISDN/ISO fuel standards  ST.7.b  Wests siling not used.	Operator manual     Fuel purchase records				
AIM: To prevent crop contamination by the	Waste oil is not used he fabric of the store					

STANDARDS	HOW YOU WILL BE MEASURED			
ST.8 Key Walls, floors and horizontal surfaces within storage, holding or reception facilities must be clean prior to use REVISED	<ul> <li>ST.8.a         There are no diesel or hydraulic fuel residues     </li> <li>ST.8.b         Insect trapping is carried out before use to ensure cleaning operations have been successful     </li> <li>ST.8.c         Where old crop remains in store, the store is cleaned without affecting the crop which remains in store     </li> </ul>	Store cleaning records		
ST.9 Key  If livestock buildings are intended for use as crop storage or temporary holding facilities they must be thoroughly cleaned, power washed and sanitised with a combined food grade detergent/ disinfectant and left to dry before use  REVISED		Store cleaning records		
GUIDANCE The Defra Code of Practice for the Control of Sa https://assurance.redtractor.org.uk/contentfil	lmonella: es/Farmers-7339.pdf?_=637636675878164510			
ST.10 Stores must be inspected immediately prior to use	Store cleanliness is checked			
AIM: to prevent crop contamination caus	sed by the construction of the store			
ST.11 Key Buildings must be weatherproof	ST.11.a No ingress of water			
ST.12 Key  Controls must be in place to protect crops from contamination with any broken glass or hard plastic REVISED	ST.12.a     Where glass and hard plastics cannot be covered regular checks are made to ensure there is no damage			
ST.13 Loading areas outside crop storage must be maintained in a clean and well drained condition	ST.13.a  No contamination of crops during loading			
AIM: storage of crops in temporary store	es does not compromise food safety or crop quality			
ST.14 Key Temporary stores can only be used for the storage of crops until 31 October REVISED	ST.14.a     In exceptional circumstances, where this date cannot be met, a derogation has been sought and received from your certification body	■ Derogation from CB ■ Record to show all grain moved from temporary store by 31 October		
ST.15 Key The roofs floors and walls of temporary	ST.15.a  Bitumen is not used for new floors or as a filler			
The roofs, floors and walls of temporary stores must be of a suitable construction which prevents crops becoming contaminated with earth, stones or debris	ST.15.b Oilseeds do not come into contact with bitumen			
REVISED	ST.15.c     Flooring must be solid with no deterioration which leads to stored crops being contaminated with loose flooring material			

# Storage of Combinable Crops (ST) (continued)

### **STANDARDS HOW YOU WILL BE MEASURED** AIM: storage of crops in long-term stores does not compromise food safety or crop quality ST.16.a ST.16 Key No ingress of rodents or birds Buildings must have suitable and solid roofs, floors, walls and doors ST.16.b Bitumen is not used as a new floor or as a filler ST.16.c Oilseeds do not come into contact with bitumen ST.16.d No deterioration of flooring leading to stored crops being contaminated with loose flooring material AIM: holding crops outside temporarily does not compromise food safety or crop quality ST.17.a ST.17 Key Grain is kept on a clean concrete base or other sealed/ The holding of grain outside must only impervious surface occur in exceptional circumstances, for a Outside holding maximum of five days **REVISED** records ST.17.b ■ Derogation from Grain is covered when not being worked ST.17.c Records are kept of: - the reason for grain being held outside - the condition of grain - the length of time grain was held outside (dates and times) ST.17.d If outside holding of grain needs to be extended for more than five days, a derogation is sought from the certification body **GUIDANCE** Exceptional circumstances could include delayed collection outside grower's control where there are no storage facilities, grain waiting to be dried during a wet harvest, breakdown of a drier AIM: to prevent cross contamination occurring during crop storage ST.18 **GM** crops or other **GM** material must not be stored with non-GM crops unless separated by a rigid physical barrier **GUIDANCE** An example of GM material includes some animal feeds This is achieved through secure segregation/a rigid physical barrier/ Treated seed must not contaminate separated by a distance of at least 3m stored grain REVISED

PPP treated seed is not stored loose in a grain store containing grain

# Own-Transport for Off-Farm Delivery (OT) (n/a if vehicles are TASCC certified)

#### **STANDARDS**

#### **HOW YOU WILL BE MEASURED**

#### AIM: Traceability is maintained throughout the haulage process

#### **OT.1**

All trailers used for off-farm delivery must be identified using your Red Tractor membership number and an individual trailer ID REVISED

#### OT.1.a

Red Tractor membership numbers and individual trailer IDs are identifiable on the trailer and are easily visible

#### **GUIDANCE**

Members should check with their customers to ensure membership numbers and IDs are displayed in a location that is easily visible

#### OT.2

Records must be kept of all vehicles or trailers owned, hired or leased

#### OT.2.a

Records include:

- ID number
- date of purchase/hire/lease
- date of disposal



■ Vehicle/trailer records

#### AIM: no contamination of grain during transport

#### OT.3 Key

All vehicles, trailers and sheets must be clean, inside and out, before use REVISED

#### OT.3.a

If vehicles/trailers/sheets have carried anything other than combinable crops you refer to the AIC Haulage Exclusion and Sensitive lists to determine:

- whether you can use the vehicle/trailer/sheet for combinable crops again
- if you can continue to use the vehicle/trailer/sheet for combinable crops, what the process is for cleaning it

#### OT.3.b

Vehicles/trailers/sheets are cleaned according to the requirements in the AIC Haulage Sensitive list

### OT.3.c

Vehicles are inspected to ensure they are clean before loading

# R

■ Cleaning records

#### **GUIDANCE**

The AIC TASCC Haulage Exclusion List provides details of products which, if they have been carried in your vehicle/trailer, mean that vehicle/trailer cannot be used for combinable crops/sugar beet again:

https://www.aictradeassurance.org.uk/latest-documents/aic-haulage-exclusion-list-appendix-1/

The AIC TASCC Haulage Sensitive List provides details of products which, if they have been carried in your vehicle/trailer, require specific actions to clean the vehicle/trailer out:

https://www.aictradeassurance.org.uk/latest-documents/tascc-sensitive-list-appendix-2/

For anything else that is not covered in these lists clean your vehicle/trailer as appropriate

#### OT4

Records are kept of the vehicle's/trailer's three previous loads

# R

■ Records of previous loads

#### **OT.5**

Vehicles/trailers carrying combinable crops must be sheeted during delivery off-farm

#### **GUIDANCE**

Sugar beet trailers do not need to be sheeted

#### **VERMIN CONTROL**

### Risk Hierarchy (VC.2.a)

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.

# Non-chemical - lethal Chemical control methods Other control methods

#### **Environmental risk assessment (VC.2.b)**

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 pets and contamination of the environment
- How dead rodents and rodenticides will be disposed of

#### **Bait Plan (VC.2.c)**

Records must be kept of baits used and checks made.

The standard outlines the information that must be recorded.



# **FURTHER GUIDANCE**

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 provides 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 landfill
- by burial on site, provided this is done away from sensitive areas

#### SAFE APPLICATIONS TO LAND

This appendix provides guidance on making applications to land. All applications to land must be carried out in accordance with legislation. Environmental Permits or exemptions must be held where applicable. If your farm is in an NVZ you must also follow NVZ rules.

Note: Producers should always check with buyers to ensure that any applications of sludge, compost, digestate and other materials originating outside the farm are acceptable to customers.

#### Sewage Sludge (biosolids)

For further information, including the Biosolids Assurance Scheme (BAS) Standard, refer to <a href="https://assuredbiosolids.co.uk/">https://assuredbiosolids.co.uk/</a>.

Evidence of BAS Certified Biosolids should be provided by your biosolids supplier and can be verified in the Certification section of the BAS website.

### Farmyard Manure (FYM) and Slurry - Fresh, Stored or Treated

Batch storage of solid manures and slurries for at least 6 months (that is with no additions of fresh manure made to the store during this period) or 'active' treatment, are effective methods of killing pathogens. Composting of solid manures is a particularly effective method of controlling microbial pathogens, but for best results the process needs to be actively managed. The manure should be treated as a batch and turned regularly (at least twice within the first 7 days) either with a front-end loader or preferably with a purpose-built compost turner. This should generate high temperatures over a period of time (e.g. above 55°C for 3 days) which are effective in killing pathogens and this temperature should be monitored. Allow the compost to mature as part of the treatment process. The whole process should last at least 3 months.

Lime treatment of slurry (addition of quick lime or slaked lime to raise the pH to 12 for at least 2 hours) is an effective method of inactivating bacterial pathogens. Allow the slurry to mature as part of the batch treatment process for at least 3 months prior to land spreading.

Although pathogens can be killed by exposure to sunlight, you should incorporate manures into the soil as soon as is practicable. This will reduce the potential for direct crop contamination as well as reduce odour and ammonia emissions.

#### **Compost, Digestates and other Recycled Materials**

It is recommended that digestates and composts sourced from external contractors for application to land have been produced to the relevant PAS specification (PAS 110 for digestate, PAS 100 for compost) and are applied following the associated quality protocol. The specifications and quality protocols provide safeguards on the feedstock materials, the processing stages and end product quality.

Where anaerobic digestate is produced from an energy crop feedstock (e.g. maize) and there is no pasteurisation step there is a risk that plant pathogens, for example Fusarium spp., may be present. It is recommended that energy crop digestate is ploughed in before drilling a subsequent cereal crop.

#### **Biostimulants**

Some biostimulant products are derived from mammalian tissue by-products, including pork and beef material. It is essential to check the acceptability of their use with your trade customers or buyers.

### **Safe Applications to Land Matrix**

	Manure and slurry	Compost and Anaerobic Digestate		Biosolids		
		Including animal by-products	Not including animal by-products	Conventionally treated	Enhanced treated	
Combinable crops (inc. homefed)	May be applied before and after drilling/planting					

### LAND USED TO PRODUCE CROPS FOR BIOFUELS, BIOLIQUIDS AND BIOMASS

### **Summary of Requirements**

Producers who may supply crops into the biofuel, bioliquid and biomass supply chains must not produce from areas of land with high biodiversity or of high carbon stock or peatland (unless evidence is provided that the cultivation and harvesting does not involve drainage of previously undrained soil. This is a requirement under the recast Renewable Energy Directive (EU) 2018/2001; articles 29(3), 29(4), 29(5)<sup>1</sup>.

Producers will be assessed for compliance against these requirements, as per standard El.3.

#### **Definitions**

Biofuels - means liquid or gaseous fuel for transport produced from biomass

**Bioliquids** - means liquid fuel for energy purposes other than for transport, including electricity and heating or cooling, produced from biomass

**Biomass** – means the biodegradable fraction of products, waste and residues from biological origin from agriculture (including vegetal and animal substances), forestry and related industries including fisheries and aquaculture, as well as the biodegradable fraction of industrial and municipal waste.

Requirements of recast Renewable Energy Directive (EU) 2018/2001 Article 29(3)

#### Conservation of biodiversity

Biofuels and bioliquids shall not be made from raw material obtained from land with a high biodiversity value that is land that had one of the following statuses in or after January 2008 whether or not the land continues to have that status

### ■ Land that was primary forest or other wooded land

Primary forest and other wooded land is defined as forest and other wooded land of native species, where there is no clearly visible indication of human activity and the ecological processes are not significantly disturbed

### ■ Land that was highly biodiverse forest

Highly biodiverse forest and other wooded land is defined forest and other wooded land which is species-rich and not degraded, or has been identified as being highly biodiverse by the relevant competent authority, unless evidence is provided that the production of that raw material did not interfere with those nature protection purposes

#### ■ Areas designated:

- by law or by the relevant competent authority for nature protection purposes; or
- for the protection of rare, threatened or endangered ecoystems or species recognised by international
  agreements or included in lists drawn up by intergovernmental organisations or the International Union for
  the Conservation of Nature, subject to their recognition in accordance with the second subparagraph of
  Article 18(4) of the Renewable Energy Directive

An exception is possible if evidence is provided that the production of that raw material did not interfere with those nature protection purposes

### ■ Land that was highly biodiverse grassland

- (a) Highly biodiverse grassland is defined as:
- natural, namely grassland that would remain grassland in the absence of human intervention and which maintains the natural species composition and ecological characteristics and processes or
- non-natural, namely grassland that would cease to be grassland in the absence of human intervention and that is species-rich and not degraded and has been identified as being highly biodiverse by the relevant competent authority, unless evidence is provided that the harvesting of the raw material is necessary to preserve its status as highly biodiverse grassland

<sup>1</sup> DIRECTIVE (EU) 2018/2001 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2018 on the promotion of the use of energy from renewable sources (recast): https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018L2001&from=EN

#### LAND USED TO PRODUCE CROPS FOR BIOFUELS, BIOLIQUIDS AND BIOMASS

Retained EU legislation Commission Regulation (EU) No1307/2014<sup>1</sup> establishes the following definitions:

- 'grassland' means terrestrial ecosystems dominated by herbaceous or shrub vegetation for at least 5 years continuously. It includes meadows or pasture that is cropped for hay but excludes land cultivated for other crop production and cropland lying temporarily fallow. It further excludes continuously forested areas as defined in Article 17(4)(b) of Directive 2009/28/EC (now replaced by Article 29(4)(b) of the recast Renewable Energy Directive (EU) 2018/2001) unless these are agroforestry systems which include land-use systems where trees are managed together with crops or animal production systems in agricultural settings. The dominance of herbaceous or shrub vegetation means that their combined ground cover is larger than the canopy cover of trees;
- 'human intervention' means managed grazing, mowing, cutting, harvesting or burning;
- 'degraded' means not characterised by long-term loss of biodiversity due to for instance overgrazing, mechanical damage to the vegetation, soil erosion or loss of soil quality
- 'species rich' means a habitat of significant importance to critically endangered, endangered or vulnerable species as classified by the International Union for the Conservation of Nature Red List of Threatened Species or other lists with a similar purpose for species or habitats laid down in national legislation or recognised by a competent national authority in the country of origin of the raw material; or
  - i. a habitat of significant importance to endemic or restricted-range species; or
  - ii a habitat of significant importance to intra-species genetic diversity; or
  - iii a habitat of significant importance to globally significant concentrations of migratory species or congregatory species; or
  - iv a regionally or nationally significant or highly threatened or unique ecosystem

The definitions of 'degraded' and 'species rich' apply to Land that was highly biodiverse forest and Land that was highly biodiverse grassland.

Retained EU legislation Commission Regulation (EU) No1307/2014 also clarifies that grasslands in the following geographic ranges of the EU shall always be regarded as highly biodiverse grassland:

- habitats listed in Annex I to Council Directive 92/43/EEC
- habitats of significant importance for animal and plant species of Union interest listed in Annexes II and IV to Directive 92/43/EEC
- habitats of significant importance for wild bird species listed in Annex I to Directive 2009/147/EC (also retained EU legislation: https://www.legislation.gov.uk/eudr/2009/147/contents)

<sup>1</sup> Retained EU legislation Commission Regulation (EU) No1307/2014 https://www.legislation.gov.uk/eur/2014/1307/data.pdf

#### LAND USED TO PRODUCE CROPS FOR BIOFUELS, BIOLIQUIDS AND BIOMASS

Requirements of recast Renewable Energy Directive (EU) 2018/2001 Article 29(4)

#### **Conservation of carbon stocks**

Biofuels and bioliquids shall not be made from raw material obtained from land with high carbon stock that is, land that had one of the following statuses in January 2008 and no longer has that status

#### Land that was wetland

A wetland is land that is covered with or saturated by water permanently or for a significant part of the year

#### ■ Land that was continuously forested

Continuously forested areas are defined as land spanning more than one hectare with trees higher than 5m and a canopy cover of more than 30% or trees able to reach those thresholds in situ

Continuously forested areas do not include land that is predominantly under agricultural or urban land use. Agricultural land use refers to tree stands in agricultural production systems, such as fruit tree plantations, oil palm plantations and agroforestry systems when crops are grown under tree cover

#### ■ Forested land with 10-30% canopy cover

Forested areas with 10–30% canopy cover are defined as land spanning more than one hectare with trees higher than 5m and a canopy cover of between 10% and 30%, or trees able to reach those thresholds in situ, unless evidence is provided that the carbon stock of the area before and after conversion is such that, when the methodology laid down in part C of Annex V is applied, the greenhouse gas threshold set out in the Directive would still be fulfilled.

These provisions shall not apply if, at the time the raw material was obtained, the land had the same status as it had in January 2008.

Requirements of recast Renewable Energy Directive (Directive 2018/2001) Article 29(5)

#### **Conservation of peatlands**

Biofuels and bioliquids shall not be made from raw material obtained from land that was peatland in January 2008

- An exception is possible if evidence is provided that the cultivation and harvesting of that raw material does not involve drainage of previously undrained soil
- For peatland that was partially drained in January 2008 a subsequent deeper drainage, affecting soil that was not fully drained, would constitute a breach of the criterion

#### Recast Renewable Energy Directive (Directive 2018/2001) Documentation Requirements

All documents associated with the Renewable Energy Directive (Directive 2018/2001) verification must be retained for a minimum of 5 years, or longer where it is required by the relevant national authority, and available for inspection by the assessor. For verifying previous land status documents such as Single Farm Payment documentation, maps or other of official records showing field location and classification/ use should be kept. Other documents which should be kept include traceability records, store records, risk assessments and crop management records.

For the purposes of the recast Renewable Energy Directive (Directive 2018/2001), mass balance records must be kept at a site level, as outlined in standard El.2.

For combinable crops, producers must sign the related declaration on sustainability on the Post[1]Harvest Declaration (grain passport) for crop loads produced on recast Renewable Energy Directive (Directive 2018/2001) eligible land. For sugar beet, in addition to keeping traceability records (as required by standard Tl.a), a Sugar Beet Passport must accompany any load which is destined for use under the recast Renewable Energy Directive (Directive 2018/2001).

Documentation relating to wetlands must reflect seasonal changes within a year.

#### CIPC STORE RISK ASSESSMENT

Any store in which chlorpropham (CIPC) treatments have taken place or which has contained CIPC treated potatoes for any period of time may not be suitable for the future storage of crops where no approval for the use of CIPC exists e.g. cereals. This is because the risk of CIPC contamination of the crop is possible and could lead to illegal residues contaminating the stored crop. CIPC is volatile and any stored crop can be contaminated from the atmosphere within the store without any necessity for physical contact with the floor or walls.

Vacuuming and steam cleaning a contaminated store may reduce the concentrations of CIPC on the fabric of the store. However, it will be extremely difficult to remove traces of CIPC that have penetrated into the fabric of materials.

In order to avoid the risk of having a valuable crop contaminated with CIPC it is essential to check the history of the store before use. If a comprehensive record of storage is not available and you cannot be sure that CIPC has not been used then testing of the fabric of materials within the building should be carried out before any other crops are stored.

04			
Store Owner			

#### Store ID

Key Issue	Guidelines	Yes	No
1. STORE HISTORY	Review records and ask questions about the store history back to when it was built Tick Yes for done and No for not done		
2. KNOWN HISTORY	If potatoes have never been stored in the building, tick No and no further action is needed		
3. UNKNOWN HISTORY	If the history is:		
	unknown or uncertain about potato storage		
	known to have stored potatoes		
	■ known to have had applications of CIPC		
	- then you should have the fabric of the store sampled and tested for CIPC residues		
	Tick Yes for testing and No for not testing		
4. STORE CONTAINS CIPC RESIDUES	If there is positive residue result, tick Yes and do not use for storing other crops.		
	If combinable crops are in store you must have a residue test on the grain. If the test comes back positive you must notify any potential buyers.		
Signed	Position		
Date			

Keep this completed Risk Assessment to demonstrate Due Diligence to third parties

#### CIPC STORE RISK ASSESSMENT

#### Store fabric sampling method for CIPC residue analysis

- 1. A sample can be made up from dust, chippings of concrete from the floor, scrapings from bricks, pointing mortar, slivers of wood from the fabric, plaster board, insulation material etc. Ensure hands are washed clean before the samples are taken.
- 2. About 10-15 grams is required for analysis (a pile in the palm of a hand), but it is vitally important that this is as representative as possible and made up of random sub-samples taken from all around the store.
- 3. Contact your chosen analytical laboratory to check they can test for CIPC from fabric material and the cost. The analytical cost should be approximately £100 per sample.
- 4. Put the sample in small marked and sealed plastic freezer bag in an outer jiffy bag with all your details and post to the laboratory. A number of analytical laboratories will be able to undertake this test. Examples include:

#### **ALS Food and Pharmaceutical**

Medcalfe Way Bridge Street Chatteris Cambridgeshire, PE16 6QZ

Tel. 01354 697028 - option 2 from the menu email sales.uk@alsglobal.com

#### Campden BRI (Chipping Campden) Ltd

Station Road Chipping Campden Gloucestershire, GL55 6LD

Tel. 01386 842099 email robert.teasdale@campdenbri.co.uk

#### **Tentamus**

Building 170 Abbott Drive Kent Science Park Sittingbourne Kent, ME9 8AZ

Tel. 01795 411810 or 811410 email steven.mann@tentamus.com



## RED TRACTOR ASSURANCE SCHEME MEMBERSHIP RULES

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').
- 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, dairy goats, 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 revoked.
- 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).

- 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 is revoked for any reason; or
  - e. if you have voluntarily left the Scheme.

#### Application

- 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 apply also to any other person who operates or proposes to operate from the same premises, site or holding as you and who is or wishes to become a Member.

#### Holdings, Sites, Stores and Vehicles

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

Enterprise / Activity	Separate Membership for each:			
Farms / Safe Haven / Cold Crush	<ul> <li>Enterprise</li> <li>Holding / site within each such Enterprise: subject to the provisions of Rule 19 below</li> </ul>			
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/Dairy Goats	Poultry	Pigs	Beef/ Lamb	Crops	Fresh Produce	
Each milking premises requires a separate registration	A self- contained live poultry facility functioning with defined poultry stock management, operational control and bio-security standards	Main holding + max 3 small nursery or finishing units	Main site + additional sites where livestock are kept	Main holding + any additional sites where fertilisers and pesticides are kept or harvested products stored or processed		
		Additional sites must be sufficiently close to the main site or holding as agreed by the Certification Body.				

#### Dairy Members (Cattle only)

- 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 revoked, the milk producer membership of the milk producer itself will also be suspended or revoked (as the case may be). If a dairy purchaser member has given notice to close 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 membership is closed) 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 revoked in accordance with the Dairy Purchaser Membership Rules, the Independent Member's milk producer membership shall automatically be suspended or revoked (as appropriate). Similarly, if an Independent Member's milk producer membership is suspended or revoked in accordance with these Rules, the Independent Member's dairy purchaser membership shall automatically be suspended or revoked (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.
- 26. 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 closed. 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**

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

#### **Routine Assessments and Spot Checks**

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

#### **Special Conditions of Certification**

- 43. RTA and your Certification Body shall each be entitled, at any time and each in its absolute discretion, to specify 'Special Conditions of Certification' for your Membership and/or continued certification. This may include:
  - 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;
  - 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
  - d. 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
  - 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 closed.

#### **Revoking of Memberships 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 revoke 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:
- I. 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 revoked; 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.

#### Closing of Membership by Member

- 54. You may give notice in writing to close 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 close 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, 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).
- RTA is entitled to receive copies of Assessment reports from your Certification Body.
- 67. In exceptional circumstances, where an assessor comes across evidence of an immediate and significant risk of unacceptable animal welfare practices, food contamination or environmental pollution, RTA and your Certification Body may each immediately notify any competent authorities, notwithstanding any other provision of these Rules or any other agreement you may have with either RTA or your Certification Body.

#### Member Logos

- 68. Using the Member Logos: For so long as you are a Member, you are entitled to indicate that you hold a certificate of conformity to the relevant Standards and, for that purpose only, you may refer to your operations (but only insofar as they are covered by your certificate of conformity) as 'Red Tractor Assured' and (subject always to Rules 69 to 73) use the appropriate Member Logo(s) on stationery and publicity materials (including on your website) provided that you follow all directions on the use of the Member Logos given from time to time by RTA or set out on the RTA Website at https://assurance.redtractor.org.uk/standards/member-rules. You agree to observe all such directions
- 69. Farm Shops, Farmers Markets and food/drink product sales via all other channels, such as meat/vegetable/fruit box schemes, including online sales and use of Red Tractor supplied marketing materials: Subject always to Rule 70, if you sell your own Red Tractor Assured meat, fruit or vegetable food or drink products to the public, whether through your own farm shop, or at farmers markets or other events, or via any other channels, including online sales of meat/vegetable/fruit boxes via your website/apps, you are, for so long as you are a Member, allowed to use the appropriate Member Logo(s) in your shop, or on your market/fair stall, or within the content of your websites/apps for online sales which describes your Red Tractor Assured farm operations only and provided always that:
  - a. the relevant Member Logo(s) are only used in your own farm shop or on such stall in relation to Red Tractor Assured meat, fruit and vegetable food or drink products of your own farm and no other products (and the Member Logo(s) must be positioned carefully so that the public is not misled into thinking that those other products are Red Tractor Assured);
  - b. Member Logo(s) used in your website/apps are only used to describe your Red Tractor Assured farm operations and are not used to describe any products or displayed next to or in connection any product or price lists:
  - c. you follow all directions on the use of the Member Logos which may from time to time be given by RTA or set out on the RTA Website at https:// assurance.redtractor.org.uk/contentfiles/files/SchemeLogoRules.pdf;
  - d. if you are a milk producer member and sell raw cows' milk or goats' milk to the public, you may not use the Member Logo denoting your membership of the Red Tractor Dairy Farm Assurance Scheme or Red Tractor Dairy Goats 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://www.trade.redtractor.org.uk/how-do-i-get-in-touch/.
- 71. The rights to use Member Logos under Rules 68 and 69 are limited to using the entire designation and in an identical form or forms to that or those directed by RTA from time to time. These rights are personal to you as a Member and may not be assigned, transferred or sub-licensed to any other person.
- 72. As a Member, you shall not use (or authorise or license others to use) the Member Logos and/or the Red Tractor logo or name in any way other than as expressly permitted in these Rules (or in a processors and packers licence granted to you) and you shall not use or authorise or license any other person to use any name, mark, sign or device which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo or name; nor shall you file or cause to be filed any application for any trade mark or certification mark which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo; nor shall you register or attempt to register any company in a name which is or could reasonably be regarded as similar to any of the names 'Red Tractor', 'Red Tractor Assurance', 'Red Tractor Assured', 'RTA', 'Assured Food Standards' or 'AFS'. You will not oppose or cause any oppositions to be filed to any trade mark or certification mark applications filed by or on behalf of RTA, nor object to or take any adverse action in respect of any of RTA's trade mark or certification mark registrations; nor will you register or attempt to register the Member Logos and/or the Red Tractor Logo or name, or any name, mark, sign, or device which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo or name, anywhere in the world or otherwise cause any question to be raised concerning RTA's ownership of the Member Logos or the Red Tractor logo or name, or the validity or enforceability of such rights; nor will you do or say anything that could damage the goodwill and/or reputation of RTA, the Scheme Logos or the Red Tractor logo.
- 73. Your right to use any Member Logo and/or the Red Tractor name in accordance with these Rules:
  - a. may be terminated by RTA on one month's written notice;
  - b. may be terminated by RTA immediately on written notice if you fail to observe the provisions of these Rules or the directions of RTA wit regards to the use of such logos;
  - c. will automatically terminate in so far as use of such logos on products is concerned if and for so long as your certification has been suspended;
  - d. will automatically terminate if your certification has been withdrawn or your Membership is revoked 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 revoking 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 revoked 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 revoking of Membership), and whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £300,000 in aggregate in respect of all and any such claims arising in any period of 12 months ending on 31 March (provided that for this purpose a claim will be deemed to have arisen on the date on which the event, act or omission giving rise to such losses, liabilities, damages, charges, costs or expenses occurred); and
- d. you shall not be able to recover from both RTA and your Certification Body for the same loss.
- 76. RTA is not a party to the contract you must enter with your Certification Body to govern its Assessment of your conformance (or non-conformance) to the Standards. Subject to Rule 74, neither RTA nor any of its officers, employees or agents shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any acts or omissions of your Certification Body or its assessors or other agents in connection with that contract or the services proposed to be carried out under it by your Certification Body.
- 77. The Member shall not be entitled (whether under these Rules and/or in respect of any other membership or licence the Member may have with RTA) to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.

#### Variation of Rules and Standards

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

#### Force Majeure

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

#### No Waiver

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

#### **Notices**

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

82. A notice shall be deemed to be delivered by 9.00am on the second business day (excluding weekends and bank holidays) after posting in the case of first class post and on sending in the case of email.

#### **Complaints and Appeal Procedure**

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

Notes	



### **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 enterprise.

Certification Body	Beef and Lamb	Dairy	Dairy Goats	Combinable Crops and	Fresn Pigs		Poultry		
ĺ	Lamb	Í	Goats	Sugar Beet	Produce		Chickens	Turkey	Duck
NSF	<b>✓</b>	V		<b>V</b>	<b>~</b>	<b>V</b>	<b>✓</b>		
SAI Global	<b>V</b>	V	V	<b>V</b>	V	<b>V</b>	<b>V</b>	<b>V</b>	<b>V</b>
NIFCC (Northern Ireland)		V				~	V		
QWFC (Wales)		V							



#### **■ NSF Certification**

Hanborough Business Park, Long Hanborough, Oxford OX29 8SJ

T. 01993 885610

E. agriculture@nsf.org www.nsf-foodeurope.com



#### ■ SAI Global Assurance Services Ltd

Heron House, 2 Garforth Place, Knowlhill, Milton Keynes, MK5 8P

T. 01908 249973

E. agrifood@saiglobal.com www.saiglobal.com/assurance



#### ■ NIFCC [Northern Ireland]

1A Lissue Walk, Lissue Industrial Estate (East), Lisburn, Northern Ireland BT28 2LU

T. 028 9263 3017

E. info@nifcc.co.uk www.nifcc.co.uk



#### ■ QWFC [Wales]

PO Box 8, Gorseland, North Road, Aberystwyth SY23 2WB

T. 01970 636688

E. info@wlbp.co.uk www.wlbp.co.uk



T. 020 7630 3320

E. memberhelp@redtractor.org.uk www.redtractorassurance.org.uk



# BUILDING TRUST AND ADVANCING BRITISH AGRICULTURE FOR OVER TWO DECADES

In the wake of damaging food scares, Red Tractor was founded with a clear mission to rebuild public trust in the food produced by British farmers.

Since 2000, we have worked with consumers, our farmer members, food processors and retailers to create the UK's largest and most comprehensive food standards scheme.

Today, it is Britain's most-trusted food assurance scheme, with more than three-quarters of shoppers viewing it is as independent and trustworthy.

The Red Tractor symbol is a hallmark of quality British food and drink that is easily recognised by shoppers and diners.

We are proud to work with 50,000 farmer members to produce food and drink to world-leading standards worth £14bn to the UK economy.

The progress we have made does not mean our journey is at an end. Red Tractor will always strive to support and advance British agriculture in producing food that is traceable, safe and farmed with care.