



Red Tractor Assurance Scheme Membership Rules

Summary of Changes: 1 August 2020

The following is a non-exhaustive summary of the principal changes made to the Red Tractor Assurance Scheme Membership Rules (the **Rules**).

You must read the Rules in full and not just rely on this summary. The Rules can be found in the back of the Red Tractor Standards Manuals which are published at <https://assurance.redtractor.org.uk/standards>. In the event of any inconsistency between this summary and the Rules, the Rules prevail.

Separate membership rules apply to Registered Dairy Purchasers (first purchasers of milk) available at <https://assurance.redtractor.org.uk/standards/member-rules>

Membership Rules – Principal Changes

- We have moved several definitions from the main body of the rules to the front section as well as introducing some new definitions. This is all intended to help the reader as well as remove any uncertainties in use of terminology.
- Drafting changes have been made to most of the rules, mainly to clarify meaning maintain consistent use of terminology and re-order sections to make them more reader-friendly (such as moving together all membership suspension and termination sections of the rules – see Rules 50 to 55).
- Rule 4 permits RTA to change the Rules as well as the Standards at any time (see also Rule 78).
- Rule 5 refers to the fact that 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 the 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).
- Rule 17 includes amendments made to clarify that for more than one holding, site, store or vehicle to be covered by a single Membership, all must be managed on a day to day basis by the same person. (Previous wording referred to such holdings etc. having to be under the same management control which was in turn defined by reference to ownership – which is not the intention of this rule.) Similarly, changes in the person who carries out such day to day management must now be notified to your Certification Body under Rule 30.b.
- Rules 20 to 22 (and termination rule 53.m) have been updated to reflect the interaction between the membership of a milk producer under these Rules and the membership of their dairy purchaser member under the Red Tractor Dairy Farm Assurance Scheme, as well as to explain how both sets of rules apply to the new category of Independent Members, who are both dairy purchasers and milk producers.

- Rules 25 and 39 (and other rules) reflect the new requirements relating to remote testing via video-streaming and the introduction of the Red Tractor Portal for pre-assessment uploading of documents.
- Rule 44 sets out the composition of Membership Fees in more detail in order to achieve greater transparency.
- Rule 53 contains changes to the events which can lead to termination of Membership (some of which now cover the actions of Associates, which is defined to include 'relatives'). The termination events now include rights for RTA to terminate Membership: under 53.f, if the Member is still categorised as high risk following two consecutive unannounced spot checks as a result of our risk-based approach to inspections; under 52.j, if the Member does not rectify non-conformances within 3 months of a suspension; and under 53.l, if the Member or an Associate has been banned from keeping livestock. RTA is also now expressly entitled to apply for an injunction (as well as to claim for damages).
- Rule 56 provides that a Member will indemnify RTA in the event of the Member breaching the Rules or on the occurrence of an event listed in rules 53.a-m.
- Rule 62 sets out the Member's consent to regulatory bodies and agencies providing RTA with copies of reports prepared by or for them where there has been a suspected infringement by you or your Associates of relevant laws or regulations relating to the scope of Red Tractor or where a matter arises which could lead to such an infringement.
- Rule 63 sets out the Member's consent to RTA passing records and information relating to the Member to a successor of RTA (i.e. any future operator of the Scheme).
- Rule 65 provides that RTA can retain records for ten years post termination of membership (or longer if reasonable).
- Rules 68-73 and the amended Rule 8 clarify and strengthen the rules relating to RTA's trademarks (including the new Red Tractor logo and the Member Logos) by more closely identifying the logos being referred to and the limited circumstances and manner in which they can be used; and by introducing some standard trademark protections. These detailed provisions should be read carefully by Members.
- Rules 75 to 77 exclude (subject to Rule 74) RTA's liability for consequential loss and loss of profits and for losses suffered by a milk producer on account of a default by his first purchaser of milk (registered dairy purchaser) and introduce a financial cap on RTA's liability to any Member. These detailed provisions should also be read carefully by Members.
- Rule 79 introduces a new "force majeure" provision.
- Rules 83 to 85 contain new provisions relating to Appeals.
- Rules 87 and 88 assert the entitlement of third party agencies and Certification Bodies respectively to benefit from their rights under relevant rules.
- Rule 89 states that English law governs the Rules and that RTA and the Member each submit to the jurisdiction of the English courts.

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