



RED TRACTOR ASSURANCE SCHEME

MEMBERSHIP RULES

Effective 1 January 2025

**This booklet includes everything you need to know about
how the Red Tractor Assurance Scheme works
and what you have to do as a member.**

HOW THE RED TRACTOR ASSURANCE SCHEME WORKS

The Red Tractor Assurance Scheme exists to certify and signify the conformance by each of its members to a series of integrated standards that apply to different farming enterprises and different steps in the food supply chain. As a business operating in the farming or food supply industry, you can apply to join the Scheme for a single farming enterprise or food supply chain activity or whatever combination of enterprises or activities fits your business needs.

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

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

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

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

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

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

1. Application

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



2. Initial Assessment

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



3. Non-conformances

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



4. Issue Certificate of Conformity

Once satisfactory evidence has been provided, you will be entered as ‘Assured’ on the Scheme Member Checker database and you can then sell your product(s) as ‘Assured’. You may receive an actual certificate in electronic format or printed but the status on the Scheme Member Checker database is 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 regular visits (or carry out remote assessments) similar to your initial assessment to check you are continuing to conform to the Standards at all times. These assessments will normally be once per membership year with the exception of the RTA dairy and beef and lamb farm schemes which will be once every 18 months. You may also be subject to spot check visits, some of which may be unannounced as part of our risk-based approach to inspections. If you do not conform to any Standards you must provide evidence, normally within 28 days, that you have rectified them as outlined at Steps 2 and 3 above. If you have a major non-conformance or excessive non-conformances against the Standards, your certification may be suspended until you have shown you have put this right. (Assessment arrangements for meat and poultry processing, livestock transport, livestock markets and livestock collection centres are outlined in the online standards manual.)



Suspension

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



Withdrawal

If within 3 months of the suspension date you have not demonstrated that you have corrected the non-conformances, the Certification Body will withdraw certification and your membership will automatically terminate. The Certification Body will also withdraw certification and your membership will 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 terminated for any other reason or expires and is not renewed within one month of expiry in accordance with the membership rules.

RED TRACTOR ASSURANCE MEMBERSHIP RULES

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

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

1. These rules together with the accompanying explanation of how the Scheme works and any additional sector specific rules issued from time to time by RTA as contemplated in Rule 5 (as amended from time to time, 'these Rules') govern the terms and conditions for membership of the Red Tractor Assurance Scheme ('the Scheme').
2. In these Rules:
 - a. 'Applicant Business' means applicants for membership of the Scheme;
 - b. 'Assessment' means the assessment of your conformance to the Standards by your Certification Body's appointed assessor, whether carried out on application, renewal, on a revisit to assess previously identified non-conformances or by way of spot checks, whether announced or unannounced and whether by way of personal visit, remote assessment via video-streaming and/or the review of documentation uploaded by you to the Red Tractor Portal;
 - c. 'Associate', in respect of a Member, means any shareholder, officer, agent, employee, contractor or relative of that Member and any relative of any such person;
 - d. 'Certification Body' means a certification body (acting as an independent contractor) which is licensed by RTA to carry out certification and assess conformance to the Standards, all such bodies being set out from time to time in RTA's website at <https://assurance.redtractor.org.uk/standards/contact-certification-bodies>;
 - e. 'Enterprise' means a farming enterprise or activity which is covered by any of the particular Standards;
 - f. 'Member' means a member of the Scheme;
 - g. 'Member Logos' means the Member logos set out from time to time in the RTA Website at <https://assurance.redtractor.org.uk/contentfiles/files/SchemeLogoRules.pdf>;
 - h. 'Membership' means membership of the Scheme;
 - i. 'Primary Contact' means the person nominated by the member/company to have functional responsibility for management and operational systems related to the Standards
 - j. '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;
 - k. '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>;
 - l. '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;
 - m. '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);
 - n. 'Scheme Member Checker' means the database of Members maintained by RTA at <https://checkers.redtractor.org.uk/rtassurance/services.eb>;
 - o. 'Site Contact' means the person with day to day responsibility for the actions on the Member site
 - p. 'Standards' means the Red Tractor Assurance Scheme farm standards for each farming sector (currently, beef & lamb, dairy, pigs, poultry, crops and fresh produce) and supply chain standards (currently, livestock transport, meat and poultry processing, livestock markets and collection centres, and safe haven) as set out in the RTA Website at <https://assurance.redtractor.org.uk/standards>, as updated from time to time; and
 - q. 'you' means such Applicant Business or Member as the context permits.
3. You can only gain certification and obtain 'Red Tractor Assured' status for an Enterprise to which your application relates if you conform to the Standards applicable to that Enterprise and you must continue to meet these Rules and those Standards at all times. Failure to comply with these Rules or the Standards may result in your certification (whether for a particular Enterprise or for all Enterprises carried out by you) being suspended or withdrawn and your Membership being terminated.
4. RTA may update these Rules and the Standards at any time. You will be given notice of the specific changes made to the Standards and when they will come into effect. When changes are made to the Rules, we will give

you notice of that fact and confirm in such notice when the amended Rules will come into effect and how you can view and download or otherwise obtain the amended Rules. You must ensure full compliance with all such changes to the Standards and the Rules to retain 'Red Tractor Assured' status.

5. From time to time RTA may publish (including via the RTA Website) additional sector specific rules and guidance which will be supplementary to and deemed to be part of these Rules (for example, rules and guidance in respect of contract farming in the combinable crops sector, poultry catching and transport, seasonal turkey and the Safe Haven New Entrants and Suspended Member Protocols).
6. These Rules are in addition to any statutory requirements. Nothing in these Rules shall be deemed to provide exemption from current legislation and you must comply with all legislation relevant to the scope of the Scheme at all times.
7. Where the words 'include(s)', 'including' or 'in particular' are used in these Rules, they are deemed to have the words 'without limitation' following them.

Claiming Products or Services are 'Red Tractor Assured'

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

Application

9. Any sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of trading entity approved by RTA), farming or carrying out an Enterprise, can apply to be a Member. Similar schemes operate in the devolved regions of the UK covering some Enterprises and where this applies you should join the local scheme.
10. You can apply to join the Scheme for a single Enterprise or whatever combination of Enterprises fits your business needs. The exceptions to this are: beef and lamb, where, if both cattle and sheep are farmed, both have to be assessed and certified; and dairy, where beef assurance is required for the cattle (see Rule 23).
11. You can only apply for Membership through a Certification Body, which is an independent contractor licensed by RTA to certify conformance to the Standards.
12. Each sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of business approved by RTA) farming or carrying out an Enterprise must be registered as a Member in its own right in order to exercise the rights afforded by Membership and each Member must have at all times a named Primary Contact ('Primary Contact) who has functional responsibility for the management decisions and operating systems being assessed. Where the Primary Contact does not have day to day management responsibility of the sites within the membership an additional named person 'Site Contact' must be provided.
13. The Primary Contact of the Applicant Business must sign the membership application form provided by your chosen Certification Body ('your Certification Body') and subsequent renewal application forms (and RTA and your Certification Body shall be entitled to assume that the Primary Contact 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. It is the responsibility of the Primary Contact to ensure that Site Contacts and all other personnel are aware of the responsibilities and expectations of Red Tractor membership and standards. 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:
Dairy/Dairy Goats	Each milking premises
Poultry	Self-contained live poultry site with defined poultry stock management, operational control and biosecurity. No membership may have more than one CPH registered
Farms / Safe Haven	<ul style="list-style-type: none"> • Enterprise • Holding / site within each such Enterprise: subject to the provisions of Rule 19 below.
Livestock Transport	Commercial Livestock Vehicle / Trailer
Livestock Market	Site with separate Animal Gatherings Order Approval Number
Collection Centre	Site with separate Animal Gatherings Order Approval Number
Meat and Poultry Processing	Site with separate FSA Approval Number

No site/membership may hold certificates, at any one time, which cover scopes which are not compatible with one another i.e. Enhance welfare and free range.

19. All holdings with different CPH/postcode to the main unit, on which stock/crops are held must be included on the membership. Additional farm holdings linked 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.

Pigs	Beef/Lamb	Crops	Fresh Produce
Main breeding holding + max 3 small nursery or finishing units (max stocking of 2000 head per additional unit)	Main site + additional sites where livestock are kept.	Main holding + all additional sites where fertilisers and pesticides are kept or harvested products stored or processed.	
<i>Additional sites must be within a 10-mile radius of the main site or holding and must be agreed by the Certification Body.</i>		<i>Additional sites must be sufficiently close to the main site or holding and must be agreed by the Certification Body.</i>	

Dairy Members

20. Dairy farm assurance is normally arranged by the dairy purchaser (i.e. the first purchaser of milk from the farm and with whom the milk producer enters a milk supply contract). Separate membership rules (the 'Dairy Purchaser Membership Rules') apply to dairy purchasers. Dairy purchasers who wish to become a dairy purchaser member of the Red Tractor Dairy Farm Assurance Scheme must complete the application form available upon request by emailing "dairy@redtractor.org.uk" and are required to ensure that all milk producers supplying milk to them have a valid certificate evidencing conformance to the Red Tractor Dairy Farm Assurance Standards.
21. By agreeing to supply milk to a dairy purchaser member of the Red Tractor Dairy Farm Assurance Scheme, a milk producer shall be deemed to have agreed to be bound by these Rules and upon the issue of a valid certificate evidencing conformance to the Red Tractor Dairy Farm Assurance Standards, the milk producer shall become a milk producer member of the Red Tractor Dairy Farm Assurance Scheme. If the dairy purchaser membership of the dairy purchaser to whom a milk producer member supplies milk is suspended or terminated, the milk producer membership of the milk producer itself will also be suspended or terminated (as the case may be). If a dairy purchaser member has given notice to terminate its membership of the Red Tractor Dairy Farm Assurance Scheme in accordance with the Dairy Purchaser Membership Rules, each milk producer member supplying milk to that dairy purchaser member must (until such termination) continue to comply with these Rules and permit dairy assessments to continue to be carried out.
22. Individual dairy farms which are both a milk producer and a milk processor may, on an exceptional basis and at RTA's absolute discretion, be accepted into membership of the Red Tractor Dairy Farm Assurance Scheme as both a milk producer member and a dairy purchaser member. Any such member (referred to as an "Independent Member") must comply with both these Rules and the Dairy Purchaser Membership Rules. If an Independent Member's dairy purchaser membership is suspended or terminated in accordance with the Dairy Purchaser Membership Rules, the Independent Member's milk producer membership shall automatically be suspended or terminated (as appropriate). Similarly, if an Independent Member's milk producer membership is suspended or terminated in accordance with these Rules, the Independent Member's dairy purchaser membership shall automatically be suspended or terminated (as appropriate).
23. Cattle on dairy farms must also be beef assured (i.e. certification to the RTA beef Standards or to the beef assurance scheme in any relevant devolved region of the UK – see Rule 9). If you do not want your beef assurance to be assessed by the Certification Body which assesses your certification to the Red Tractor Dairy Farm Assurance Standards, you must, at the time of your dairy Assessment, demonstrate to the dairy assessor that your beef assurance is in place and commit to it being maintained.

Initial Assessment and Certification

24. A full initial Assessment must be completed and you must conform to all the Standards (not including 'recommendations') before your certification can be progressed and your Membership confirmed.
25. To enable a full Assessment to take place you must grant the assessor access to (or take all steps necessary to facilitate the carrying out of a remote visual Assessment, such as via video-streaming and/or by uploading records and documents to the Red Tractor Portal, of):
 - 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 terminated. If you subsequently apply again to be a Member, you will be treated as a new applicant and a full initial Assessment will be required. In such a case, your Membership and certification will not be backdated.
- a. Sites which are temporarily not carrying out the farming enterprise their membership renewal relates to i.e. have no livestock/no land growing grain/produce, will not be able to renew their membership if their assessment is overdue. These sites would be treated as new applications when livestock/crops are on farm and will require an assessment prior to re certification.

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 center, 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;
 - b. visits to additional holdings/sites/vehicles notified to the Certification Body after any previous Assessment;
 - c. the assessor having to return, whether to complete an Assessment report where, through no fault of the assessor, it could not initially be completed in full, or to check that non-conformances have been rectified; and
 - 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 non-conformance to the Standards or breach of these Rules which is treated as a 'major' non-conformance by assessors at the time of the relevant Assessment);
 - d. an excessive number of non-conformances are found during an Assessment;
 - e. the same non-conformance is found on successive Assessment visits;
 - f. you fail to rectify any non-conformance within a specified timescale;
 - g. you fail to comply with these Rules or the Standards;
 - h. evidence which your Certification Body or RTA reasonably believes to be reliable is received from a third party, indicating that you are not conforming to the Standards to a material extent; or
 - i. being a milk producer member of the Red Tractor Dairy Farm Assurance Scheme, the dairy purchaser membership of that scheme of the dairy purchaser to whom you supply milk is suspended.

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

terminated.

Termination of Membership and Withdrawing Certification

51. Each of RTA and your Certification Body may refuse applications or impose particular conditions for re-entry into the Scheme where an application relates to an Enterprise, business, holding, site, store and/or vehicle in respect of which certification has previously been withdrawn in accordance with these Rules (and even if all relevant non-conformances have been rectified).
52. RTA and the Certification Bodies will not accept a Membership or renewal application (including from a new applicant) if the application relates to an Enterprise, business, holding, site, store or vehicle in respect of which Membership or certification conditions or other restrictions or sanctions have been imposed under these Rules and remain outstanding or in place (as the case may be), unless it can be demonstrated to the satisfaction of RTA and the Certification Body that the Applicant Business is not connected to the Member subject to those conditions, restrictions or sanctions (other than being connected purely in terms of operating from the same holding, site, store or vehicle) and there are no other reasons for refusing such an application.
53. Each of your Certification Body and RTA may, in its absolute discretion, refuse an application for Membership, and/or your Certification Body may withdraw certification (whether for a particular Enterprise or for all Enterprises carried out by you) and/or RTA may, by written notice, immediately terminate your Membership:
 - a. if you fail to comply with these Rules or the Standards;
 - b. if the Certification Body or RTA considers that it is necessary to do so to prevent RTA or the Scheme from being brought into disrepute;
 - c. if any act or omission by you or any of your Associates (i) has brought or may, in the reasonable opinion of the Certification Body or RTA, bring RTA or the Scheme into disrepute or (ii) has damaged or may, in the reasonable opinion of the Certification Body or RTA, damage the integrity of the Standards;
 - d. if, notwithstanding the rights under Rule 26.b, an assessor, employee or officer of the Certification Body or RTA feels threatened or that he has been subjected to abusive behaviour by you or any of your Associates;
 - e. if, without prejudice to Rules 53.a, b, c and d, a material breach by you of these Rules (including a major non-conformance to the Standards) which is not capable of being remedied has occurred or a material breach by you of these Rules (including a major non-conformance to the Standards) which is capable of remedy has not been remedied within 30 days (or such other period as RTA or your Certification Body notify you in the case of a major non-conformance of the Standards) after service of a written notice requiring it to be remedied;
 - f. if you are still categorised as high risk following two consecutive unannounced spot checks as a result of our risk-based approach to inspections;
 - g. upon your voluntary or compulsory bankruptcy or liquidation, the appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of your assets, or your entry into any composition or arrangement with your creditors;
 - h. if you are subject to a change of control ("control" being defined as in the Income and Corporation Taxes Act 1988) which, in the reasonable opinion of RTA or the Certification Body, is likely to have a detrimental effect on the integrity, goodwill or reputation of RTA, the Certification Body, the Standards or the Member Logos;
 - i. in the event of an act of gross negligence or fraud on your part or the part of any of your Associates;
 - j. if, after your certification has been suspended under Rule 50, you do not take the necessary action to rectify notified non-conformances within 3 months of such suspension;
 - k. if you fail to pay any amount owing to RTA or your Certification Body under these Rules;
 - l. if you, any of your Associates, any person involved in the day to day management of an Enterprise, holding, site, store or vehicle within your certification or any other person involved with livestock in relation to any such Enterprise, holding, site, store or vehicle, is banned from keeping livestock;
 - m. if, being a milk producer member of the Red Tractor Dairy Farm Assurance Scheme, the dairy purchaser membership of that scheme of the dairy purchaser to whom you supply milk is terminated; or
 - n. if RTA ceases to operate the Scheme.

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

Termination of Membership by Member

54. You may give notice in writing to terminate your Membership in the event of the voluntary or compulsory winding-up or liquidation of RTA, the appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of the assets of RTA, or RTA entering into any composition or arrangement with its creditors.

55. You may at any time give notice in writing immediately to terminate your Membership. For the avoidance of doubt, this Rule 55 does not apply to milk producer members of the Red Tractor Dairy Farm Assurance Scheme.

Indemnity and Inadequacy of Damages

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

Prosecutions, Regulatory Sanctions and Third Party Evidence

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

Confidentiality and Data Protection

61. Your details will be treated in confidence save as set out below, and your personal data will be treated in accordance with the terms of our Privacy Policy. RTA and your Certification Body may however provide to any third parties who have a legitimate interest in knowing the same (including your customers and suppliers), details of your certification status (being full, suspended, withdrawn or a non-member), the date of your last Assessment, your certification expiry date and your certification renewal date. This information may be made available through the on-line Scheme Member Checker and lists of certified, suspended and/or withdrawn Members may be published by RTA from time to time.
62. If a matter arises which is or could constitute or lead to an infringement of any laws or regulations relating to the scope of Red Tractor either (a) by you or any of your Associates or (b) which is connected directly or indirectly to you, your Membership or any Enterprise, you agree that any relevant regulatory or administrative body or agency, including the Food Standards Agency, the National Food Crime Unit, the Animal and Plant Health Agency, Local Authorities, the Rural Payments Agency, the Environment Agency, Natural England, any equivalent bodies in devolved regions of the UK and any of their respective successor bodies or agencies and any third party acting in good faith on their behalf or in their interests, shall be entitled to provide to RTA and/or your Certification Body any reports or documentation produced by such body, agency or third party in respect of the relevant matter (whether or not requested by RTA or your Certification Body) and that each of RTA and your Certification Body may request such reports and documentation from such bodies, agencies and third parties. Each such body, agency and third party shall be entitled to rely on your consent under this Rule 62 to the disclosure of such reports and documentation to RTA and/or your Certification Body.
63. Without limiting Rules 61 and 62, each of RTA and your Certification Body may transfer data and information about your certification and Membership to their respective successors, any transferee(s) of their respective businesses and any new operator(s) of all or part of the Scheme, provided such transferee(s) shall have the same rights and obligations with regard to such data and information as the relevant transferor(s).
64. RTA shall be entitled to produce and publish statistical reports drawing upon aggregated Scheme data, provided that individual performance data cannot be traced back to you.
65. Membership data may be retained on RTA's databases (subject always to the provisions of Rules 61 to 64) for ten years after you have ceased to be a Member (or such longer period as RTA reasonably considers necessary to enable it effectively to monitor trends in membership and performance).
66. RTA is entitled to receive copies of Assessment reports from your Certification Body.
67. In exceptional circumstances, where an assessor comes across evidence of an immediate and significant risk of unacceptable animal welfare practices, food contamination or environmental pollution, RTA and your Certification Body may each immediately notify any competent authorities, notwithstanding any other

provision of these Rules or any other agreement you may have with either RTA or your Certification Body.

Member Logos

68. Using the Member Logos: For so long as you are a Member, you are entitled to indicate that you hold a certificate of conformity to the relevant Standards and, for that purpose only, you may refer to your operations (but only insofar as they are covered by your certificate of conformity) as 'Red Tractor Assured' and (subject always to Rules 69 to 73) use the appropriate Member Logo(s) on stationery and publicity materials (including on your website) provided that you follow all directions on the use of the Member Logos given from time to time by RTA or set out on the RTA Website at <https://assurance.redtractor.org.uk/standards/member-rules>. You agree to observe all such directions.

69. Farm Shops, Farmers Markets and food/drink product sales via all other channels, such as meat/vegetable/fruit box schemes, including online sales and use of Red Tractor supplied marketing materials: Subject always to Rule 70, if you sell your own Red Tractor Assured meat, fruit or vegetable food or drink products to the public, whether through your own farm shop, or at farmers markets or other events, or via any other channels, including online sales of meat/vegetable/fruit boxes via your website/apps, you are, for so long as you are a Member, allowed to use the appropriate Member Logo(s) in your shop, or on your market/fair stall, or within the content of your websites/apps for online sales which describes your Red Tractor Assured farm operations only and provided always that:

- a. the relevant Member Logo(s) are only used in your own farm shop or on such stall in relation to Red Tractor Assured meat, fruit and vegetable food or drink products of your own farm and no other products (and the Member Logo(s) must be positioned carefully so that the public is not misled into thinking that those other products are Red Tractor Assured);
- b. Member Logo(s) used in your website/apps are only used to describe your Red Tractor Assured farm operations and are not used to describe any products or displayed next to or in connection any product or price lists;
- c. you follow all directions on the use of the Member Logos which may from time to time be given by RTA or set out on the RTA Website at <https://assurance.redtractor.org.uk/contentfiles/files/SchemeLogoRules.pdf>;
- d. if you are a milk producer member and sell raw milk to the public, you may not use the Member Logo denoting your membership of the Red Tractor Dairy Farm Assurance Scheme (or use any other version of the Red Tractor logo or make any Red Tractor Assurance Claim) in any way whatsoever (including in relation to any marketing materials, whether your own or those supplied by RTA); and
- e. if you are milk producer member and do not sell raw milk to the public, provided you comply with Rule 68, you may use the Member Logo denoting your membership of the Red Tractor Dairy Farm Assurance Scheme on your stationery and publicity materials (including on your website).

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

70. Restriction on using the Member Logos or Red Tractor logo on food products, including on product packaging (including any meat/vegetable/fruit boxes or milk cartons or bottles): You may not use or print any Member Logos or any other version of the Red Tractor logo on, or apply any such logo or a Red Tractor Assurance Claim to, food packs (including any packaging such as meat/vegetable/fruit boxes, milk cartons or bottles) or use any such logo or make a Red Tractor Assurance Claim in connection with the sale of food or drink products (including online sales) unless you have a processors and packers licence issued by RTA. To apply for a processors and packers licence, go to <https://trade.redtractor.org.uk/apply-for-a-red-tractor-license/>.
71. The rights to use Member Logos under Rules 68 and 69 are limited to using the entire designation and in an identical form or forms to that or those directed by RTA from time to time. These rights are personal to you as a Member and may not be assigned, transferred or sub-licensed to any other person.
72. As a Member, you shall not use (or authorise or license others to use) the Member Logos and/or the Red Tractor logo or name in any way other than as expressly permitted in these Rules (or in a processors and packers licence granted to you) and you shall not use or authorise or license any other person to use any name, mark, sign or device which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo or name; nor shall you file or cause to be filed any application for any trade mark or certification mark which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo; nor shall you register or attempt to register any company in a name which is or could reasonably be regarded as similar to any of the names 'Red Tractor', 'Red Tractor Assurance', 'Red Tractor Assured', 'RTA', 'Assured Food Standards' or 'AFS'. You will not oppose or cause any oppositions to be filed to any trade mark or certification mark applications filed by or on behalf of RTA, nor object to or take any adverse action in respect of any of RTA's trade mark or certification mark registrations; nor will you register or attempt to register the

Member Logos and/or the Red Tractor Logo or name, or any name, mark, sign, or device which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo or name, anywhere in the world or otherwise cause any question to be raised concerning RTA's ownership of the Member Logos or the Red Tractor logo or name, or the validity or enforceability of such rights; nor will you do or say anything that could damage the goodwill and/or reputation of RTA, the Scheme Logos or the Red Tractor logo.

73. Your right to use any Member Logo and/or the Red Tractor name in accordance with these Rules:
- a. may be terminated by RTA on one month's written notice;
 - b. may be terminated by RTA immediately on written notice if you fail to observe the provisions of these Rules or the directions of RTA with regards to the use of such logos;
 - c. will automatically terminate in so far as use of such logos on products is concerned if and for so long as your certification has been suspended; and
 - d. will automatically terminate if your certification has been withdrawn or your Membership is terminated for any reason or has expired (and is not renewed in accordance with Rule 29).

Limitation of Liability

74. Nothing in these Rules shall limit or exclude the liability of RTA or any Certification Body or any of their respective officers, employees, agents or subcontractors for (a) death or personal injury caused by the negligence of any such person; or (b) fraud or fraudulent misrepresentation.
75. Subject to Rule 74:
- a. neither RTA nor any Certification Body, nor any of their respective officers, employees, agents or subcontractors, shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss caused by business interruption, or any indirect or consequential loss suffered or incurred by a Member and arising under or in connection with the Scheme (including in relation to the administration of the Scheme, the carrying out of Assessments, any rejection of a Membership or renewal application, any suspension or withdrawal of certification or any termination of Membership);
 - b. neither RTA nor any Certification Body, nor any of their respective officers, employees, agents or subcontractors, shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any losses, liabilities, damages, charges, costs or expenses of whatever nature, suffered or incurred by a milk producer member as a result of or in connection with the purchaser of that milk producer member's milk having its dairy purchaser membership of the Red Tractor Dairy Farm Assurance Scheme suspended or terminated in accordance with the Dairy Purchaser Membership Rules;
 - c. the total liability to any Member of RTA and its officers, employees and agents in respect of all losses, liabilities, damages, charges, costs or expenses of whatever nature, suffered or incurred by that Member and arising under or in connection with the Scheme (including in respect of the administration of the Scheme, the carrying out of Assessments, any rejection of a Membership or renewal application, any suspension or withdrawal of certification or any termination of Membership), and whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £300,000 in aggregate in respect of all and any such claims arising in any period of 12 months ending on 31 March (provided that for this purpose a claim will be deemed to have arisen on the date on which the event, act or omission giving rise to such losses, liabilities, damages, charges, costs or expenses occurred); and
 - d. you shall not be able to recover from both RTA and your Certification Body for the same loss.
76. RTA is not a party to the contract you must enter with your Certification Body to govern its Assessment of your conformance (or non-conformance) to the Standards. Subject to Rule 74, neither RTA nor any of its officers, employees or agents shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any acts or omissions of your Certification Body or its assessors or other agents in connection with that contract or the services proposed to be carried out under it by your Certification Body.
77. The Member shall not be entitled (whether under these Rules and/or in respect of any other membership or licence the Member may have with RTA) to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.

Variation of Rules and Standards

78. RTA shall be entitled at any time to change and update the Standards and these Rules. You will be given notice of any 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. RTA and each

Certification Body shall each be entitled at any time to change its operating procedures where, in its absolute discretion, it considers it necessary to do so. You will be given advance written notice of any such changes to operating procedures and of when they will come into effect.

Force Majeure

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

No Waiver

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

Notices

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

Complaints and Appeal Procedure

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

Entire Agreement, Third Party Rights and Governing Law

86. These Rules and the documents specifically referred to in these Rules as being available via the RTA Website (including the Standards) represent the entire understanding between you and RTA in relation to your Membership. You acknowledge that you have not relied upon any statement from RTA (written or oral) which is not contained in these Rules (or such documents) in applying to be a Member or renewing your Membership.
87. Subject to the rights of the bodies, agencies and third parties referred to in Rule 62 and to the rights of Certification Bodies as referred to in Rule 88, these Rules are not intended to benefit, or be enforceable by, anyone other than RTA and each Member.
88. Where a Certification Body is referred to in these Rules, the relevant Certification Body shall be able to enforce

the rights expressly or impliedly ascribed to it to the fullest extent permitted by law. Furthermore, any successor to RTA (or any transferee of the business of RTA or of RTA's rights under and in relation to the Scheme) shall be entitled to enforce RTA's rights under these Rules and any successor to your Certification Body (or any transferee of the business of your Certification Body) shall be entitled to enforce your Certification Body's rights under these Rules.

89. These Rules and any disputes or claims arising out of or in connection with their subject matter or formation are governed by and shall be construed in accordance with English law. The courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Rules or their subject matter or formation.

Red Tractor Farm Standards

Beef and Lamb

Dairy

Dairy Goats

Pigs

Poultry

- Chickens
- Turkey
- Ducks

Combinable Crops & Sugar Beet

Fresh Produce

Red Tractor Food Supply Chain Standards

Livestock Transport

Livestock Markets

Livestock Collection Centres (including Emergency Lairage)

Poultry Catching and Transport

- Chickens
- Turkeys
- Ducks

Meat and Poultry Processing

Safe Haven Seed Potato

ASSURED FOOD STANDARDS

T: 0203 617 3670

Email: memberhelp@redtractor.org.uk

www.redtractor.org.uk